

RENEWAL QUOTE

Nearmap US, Inc.

1850 W Ashton Blvd, Suite 500 Lehi, UT 84043, USA

Phone: +1 (801) 609 7250

Customer Name

Oklahoma County Assessor's

Office

Quote Number

Q108777

Contract Commencement

Contract commences upon

signing of quote.

Quote Expiry

07/14/2025

Subscription Term

12 Month

Account Rep

Jen Tucker

jen.tucker@nearmap.com

Subscription Start Date

07/14/2025

Payment Term

Net 45

Public Facing URL

https://assessor.oklahomacount

y.org/

Payment Method

Invoice

Bill To

Oklahoma County Assessor's

Office

Mike Morrison

320 Robert S. Kerr #313, Oklahoma City, Oklahoma,

73102

405-713-7148

micmor@oklahomacounty.org

Ship To

Oklahoma County Assessor's Office

Mike Morrison

320 Robert S. Kerr #313,

Oklahoma City, Oklahoma, 73102

405-713-7148

micmor@oklahomacounty.org

PRODUCT	ALLOWANCE	COVERAGE	SEATS
Nearmap Now - Subscription	NA	Nationwide	NA
Nearmap Vertical Offline Copy - Subscription	NA	Nationwide	NA
Public Display License for Government	NA	Nationwide	NA
ArcGIS Integration	NA	NA	NA
Nearmap Oblique for ArcGIS	NA	Nationwide	NA
Nearmap Oblique for Government	NA	Nationwide	Unlimited
		Total	USD \$167,727.86

ACCEPTANCE OF Q108777 will constitute an Agreement with Nearmap

By selecting "Yes" or signing below, you acknowledge that (a)(i) the Additional Terms and Conditions of the previous Agreement between the Licensee and Nearmap applies to this Renewal Quote, unless otherwise specified in Schedule 1 of this Renewal Quote, and (ii) the Product-Specific Terms set out in https://www.nearmap.com/us/en/legal/product-agreements applies to this Renewal Quote, (b) you have the authority to agree to this Renewal Quote, (c) you agree to pay the fees set forth herein plus any applicable tax(es) as set forth in the resultant invoice(s). You acknowledge that the Coverage Area by Nearmap is outlined at https://www.nearmap.com/us/en/current-aerial-maps-coverage.

Note: The terms of your Agreement remain the same unless varied by this Renewal Quote. The total in this Renewal Quote is only an estimate of your next invoice. Final credits and amendments to the subscription is dependent upon the date this Renewal Quote is accepted.

Signature / Digital Acceptance:

Date:

Full Name:

Position:

PO Number (if required):

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

NEARMAP US, INC

By:

Print Name: PAUL GILMONF Title: NP PEVENVE OPERATION

Date: 5-//

5/15/2025

Additional Terms and Conditions

Nearmap will make the Products available for delivery outside of the Website in a form which includes but is not limited to via a Nearmap supported API. For the sake of clarity, the Products made available via API will include, and be limited to, orthogonal (Vertical) and panoramic (Panorama) imagery only.

Amendments to the Products Agreement

- 2. Section 4.5 of the Agreement is deleted and replaced as follows: "The parties acknowledge and agree that the Licensee is a tax-exempt entity."
- 3. Sections 4.6 and 4.7 of the Agreement are deleted in their entirety.
- 4. Section 6.1 of the Agreement is amended and replaced with: This agreement commences on the Commencement Date and continues for one (1) year, unless terminated pursuant to Section 6.2. This agreement may be renewed on an annual basis pursuant to Section 1.3.
- 5. Section 6.2 of the Agreement is amended by adding: (d) for any reason by Licensee with thirty (30) days' advance notice in writing to Nearmap or its assigns.
- 6. Section 6.3 of the Agreement is amended by replacing "10" with "30".
- 7. Section 6.5 of the Agreement is deleted in its entirety.
- 8. Sections 9.8 and 9.9 of the Agreement is deleted in its entirety.
- 9. Section 17.9 of the Agreement is deleted and replaced with: "The Agreement shall not be assigned by either party without the prior written consent of the other party, which shall not be unreasonably withheld."
- 10. Section 17.10 of the Agreement is amended by inserting after "with that subject matter" the words: "with the exception of Schedule 1, Additional Terms and Conditions."
- 11. Section 17.12 of the Agreement is deleted and replaced as follows: "This laws of the State of Oklahoma shall govern this Agreement, venue for all disputed matters between the parties shall be Oklahoma."
- 12. A new section 17.13 is inserted into the Agreement as follows: "If a claim or controversy between the parties cannot be resolved by the designated representatives of the parties, the dispute shall be escalated to senior management of each party within 30 days thereafter to review and discuss such claim, controversy or attempt, in good faith to settle and resolve the matter."

Public Display License for Government

- 13. 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 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 (6 inch imagery resolution) or 1:1200 Map Scale; and
- j. it is the Licensee's responsibility to implement the zoom restriction set out in section 5(i) of these terms.

Offline Copy Add-on For Government

- 14. Nearmap will provide to the Licensee one single local "on-premises" copy for the Offline Copy Add-on for Government of a mutually agreed area of interest ("AOI") as further described in the shape file ("AOI") attached to the New Subscription Quote.
- 15. The Offline Copy Add-on for Government will be delivered to the Licensee on a mutually agreed date and where there is no agreement, Nearmap will deliver no later than two (2) months from the Commencement Date.
- 16. 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.
- 17. Licensee may only use the Offline Copy Add-on for Government for Permitted Purposes.
- 18. 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.
- 19. 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 emergency services in connection with the Licensee's ordinary business.
- 20. The single Offline Copy Add-on for Government will only be provided for the current Term (or Renewal Term) (whichever is applicable) but does not apply to any successive Renewal Term unless expressly set out in the Agreement.

Nearmap For Government

- 21: Section 1.3 of the agreement does not apply to this License, and any renewal of the Agreement will be by mutual agreement in writing between the parties.
- 22. Section 1.6 of the agreement does not apply to this License.
- 23. Definitions of "Periodic Data Allowance" and "Excess Data Rate" in the agreement do not apply to this License.
- 24. 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.
- 25. Annual Actual Usage 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.
- 26. Renewal 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.
- 27. 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.

 28. For the purposes of this Nearmap for Government Product-Specific Terms,
- 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 period of one (1) year from the Commencement Date.



PLEASE READ THIS PRODUCTS AGREEMENT CAREFULLY. BY ACCEPTING THIS AGREEMENT EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR EXECUTING A NEW SUBSCRIPTION QUOTE, YOU AGREE TO BE BOUND BY THIS PRODUCTS AGREEMENT, THE NEW SUBSCRIPTION QUOTE AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT ACCESS OR USE, YOU MUST NOT ACCEPT THIS PRODUCTS AGREEMENT AND NOT USE ANY NEARMAP PRODUCTS AND SERVICES.

PRODUCTS AGREEMENT

Recitals

Nearmap is a provider of serial photography and associated products and services.

Nearmap agrees to supply the Licensee with the Products described in the New Subscription Quote, subject to the terms of this agreement and the Schedules, which together make up the legal agreement between the Licensee and Nearmap (Agreement).

Definitions of capitalized words are set out in section 18 of the Agreement.

GRANT OF LICENSE TO USE PRODUCTS

Grant Subject to the terms of this Agreement and payment by the Licensee of the Fee, Nearmap grants to the Licensee a limited, non-exclusive, non-transferrable license for the Term to use the Products in the Coverage Area for the Permitted Purpose (License).

Authorized Users The Products available under this License are only to be used by the total number of Authorized Users. The Licensee shall implement reasonable controls to ensure that it does not exceed the number of Authorized Users. If you exceed the total number of Authorized Users, you will be in breach

of this Agreement.

- Renewal Upon the expiration of the initial Term, this Agreement subject to any amendments to this Agreement required by Nearmap, shall be renewed automalically for successive renewal Terms equivalent in duration to the initial Term (each a Renewal Term) unless terminated by either party by providing at least 30 days' written notice of its intention not to renew this Agreement prior to the explry of the initial Term or any current Renewal Term. The Licensee will receive notice of any pricing changes or changes to the terms of this Agreement prior to the commencement of each Renewal Term. If Auto Renew is marked "No" in the New Subscription Quote, this section 1.3 is not applicable to the
- Replacement Product Nearmap may from time to time supply the Licenses with a replacement Product of no lesser quality than the previously supplied Product at its absolute discretion, if requested by Nearmap, the Licensee must stop using any previously supplied Product and use the replacement Product from date of delivery from Nearmap.
- Acknowledge Nearmap source The Licensee must expressly acknowledge Nearmap, in a reasonably prominent manner (by display of the Nearmap logo or other appropriate attribution), as the source of any Product or Derivative Works that the Licensee use, copy, modify or distribute. Unless otherwise permitted in writing, the Licensee must not remove or cause to be removed any Nearmap logo, watermark or other Neamap attribution in any Product or Derivative Works.
- Periodic Data Allowance Nearmap measures date usage by the Licensee under this License. In using the Products, the Licensee's consumption of data in the Period must not exceed the Periodic Data Allowance. The following conditions
- apply to the Licensee's Periodic Data Allowance: the Periodic Data Allowance used by the Licensee will be calculated at the end of every Period based on the total data usage of all users who access and use the Licensee's Nearmap account during that Period;
- if the Licensea elects to download Products available to the Licensea on the (b) Website, this will be applied to the Periodic Data Allowance. The Licensee may have the option to elect to download high resolution images. Downloading these images will use a higher portion of the Periodic Data Allowance than downloading a lower resolution image;
- if the amount of data consumed by the Licensee in any given Period is less than (c) the Periodic Data Allowance, the balance will not be rolled over to a following
- (d) the Licensee agrees that Nearmap may charge the Licensee additional fees, up to a maximum of the Excess Data Rate, for any use by the Licensee adoltional rees, the Products resulting in data consumption in excess of the Periodic Data Allowance; Nearmap will provide notice to the Licensee if it exceeds its Periodic Data Allowance for any Period; and
- If the Licensee exceeds the Periodic Data Allowance, Nearmap may, in its absolute discretion, elect to:
 - restrict the Licensee's access to the Products until the Periodic Data Allowance is reset or until additional fees are paid; or
 - immediately cease the Licensee's access to the Products for the remainder of the Period.
- Unavailability Subject to section 12, if a Product is not available for a period of 3 1.7 consecutive days the Term will be extended by the period of unavailability. RESTRICTIONS ON RIGHT TO USE PRODUCTS
- Permitted Purpose The Products must only be used for the Permitted Purpose.
- No right to distribute, transfer, resell, assign or sublicense This License is granted only to the Licensee. The Licensee must not distribute, transfer, reself, assign, rent, lease or sublicense any Product or any of the Licensee's rights under this License without Nearmap's prior written consent.

No third party access Unless otherwise provided in this Agreement, the Licensee must not make any Product available in any medium or manner to any third party (including the Licensee's subsidiaries and affiliates).

Employees and contractors The Licensee may make Products available to any employee or contractor, subject to that person complying with the terms of the Agreement as if they were a party to it and the total number of Authorized Users has not been exceeded. The Licensee is responsible and liable for any Authorized User who uses the Licensee's account access details or uses Products made available to the Licensee in breach of this Agreement, including, without limitation, for any additional fees that become payable if the Licensee exceeds the number of Authorized Users.

Limits on use of Website in the Licensee's use of the Website, the Licensee

must not (without the prior written consent of Nearmap):

provide a link to another URL;

upload content or other information to the Website;

(b) (c) do anything to damage, interfere or disrupt access to the Website or do anything which might impair its functionality;
use the Website in any way to send unsolicited (commercial or otherwise) e-mail

(d) or any material for marketing or publicity purposes, or any similar abuse of either;

publish, post, distribute, disseminate or otherwise transmit, defamatory, offensive, infringing, obscene, indecent or other unlawful or objectionable or confidential material or information:

- make available, upload or distribute by any means any material or files that contain any viruses, bugs, corrupt data, "trojen horses", "worms" or any other harmful software;
- remove any content or information from the Website, other than that permitted (g) under the terms of this License;
- faisify the true ownership of a Product or other material or information made available via the Website
- obtain or attempt to obtain unauthorized access, through whatever means, to the (1) Website:
- use the Website other than in accordance with the Agreement;
- (K) attempt any of the above acts or engage, encourage or permit another person to do any of the above acts; or
- provide or allow access which exceeds the total number of Authorized Users in connection with use of the Product.
- Breach If the Licensee breaches any of sections 2.1 to 2.5 inclusive, Nearmap 2.6 reserves its rights to terminate the Agreement in accordance with section 6.2, restrict the Licensee's access to the Products and/or take any other steps available to it at law.
- THE LICENSEE'S ACCESS TO PRODUCTS AND SERVICES
- Any password/ID issued by Nearmap to an Authorized User is personal and confidential to that Authorized User. If Nearmap suspects that any password/ID is being used by an unauthorized user, by a different Authorized User to the person whom it was issued to or the number of Authorized Users has been exceeded, Nearmap may:
- cancel that password/ID:
- (a) (b) restrict the Licensee's access to the Product including but not limited to low resolution imagery for the remainder of the month;
- immediately cease the Licensee's access to the Product;
- require the Licensee to pay for any additional charges in accordance with Nearmap's then current price list for the applicable Product, in respect of any such unauthorized use: and/or
- exercise any other right available to Nearmap under the terms of this Agreement.
- Downtime Nearmap will use reasonable efforts to ensure that the Website remains available but cannot guarantee that this will be the case at all times. Nearmap agrees that, wherever possible, all planned maintenance will be done out of normal Operational Hours to ensure optimal uptime of the Website. When
- Nearmap becomes aware of any Fault, Nearmap will use reasonable efforts to: allocate such resources as may be necessary to remedy the Fault; and otherwise take all reasonable steps to remedy the Fault so as to minimize any (b) disruption to the Licensee's use of the Products.
- Explry The Licensee's License will expire at the end of the Term unless renewed in accordance with section 1,3 and may be suspended or terminated in accordance with section 6.2 if the Licensee is in breach of this Agreement.
- Unauthorized Use Licensee shall take reasonable sleps to prevent unauthorized access to the License, including without limitation protect its passwords and other

log-in information. The Licensee shall notify Nearmap immediately of any known or suspected unauthorized use of the License or breach of its security and shall

use best efforts to stop said breach.

Audit During the Term of this Agreement and for two (2) years after termination or explry of this Agreement, the Licensee shall maintain accurate and complete records regarding its use of the Products and the Licensee shall permit Nearmap (or its auditors) access to the business location(s), books and records, employees and/or contractors perteining to the Licensee's use of the Products. Nearmap will give at least thirty (30) days prior written notice of an audit and will not conduct an audit more than once per calendar year unless non-compliance findings are noted and in which case the audit period can be expanded.

Audit Findings if an audit results in findings of non-compliance, Nearmap may,

at its discretion (a) invoice any additional license fees due based on the standard Nearmap Fees in place at the time of the original license grant, (b) recover the reasonable cost of the audit if additional Fees exceed five (5) per cent of the Fees paid during the audit period and (c) terminate this Agreement in accordance with section 6.2. Licensee must pay all invoices issued under this section within thirty

(30) days following the date of invoice.

FEES

Fees The Fees payable by the Licensee are set out in the New Subscription 4.1

Payment The Fees are payable by the Licensee to Nearmap in the manner and by the due dale as set out in the New Subscription Quote at the beginning of each Term unless otherwise agreed by Nearmap.

No cancellation Subject to section 4.4, all Fees are non-cancellable and non-4.3

refundable except as expressly set out in the Agreement.

Refund of Fees if the Licensee is not in breach of the Agreement, and Nearmap elects to terminate the Agreement under section 6.3, Nearmap will refund the Licensee any pre-paid fees relating to the portion of Term remaining as at the date of termination.

Taxes Unless otherwise stated, Fees and Late Payment Fee do not include any direct or indirect local, state, federal or foreign taxes, levies, duties or similar unect or maneut rocal, state, teaeral or loreign taxes, levies, duties or similar governmental assessments of any nature, including value-added, excise, use or withholding taxes (collectively, "Taxes"). Licensee is responsible for paying all Taxes except those assessable against Nearmap based on its income. Nearmap will invoice Licensee for such Taxes if Nearmap believes it has a legal obligation to do so and Licensee agrees to pay such Taxes if so involced.

Late Payment if a scheduled Fee payment is not made in full for any reason, the Licensee gives Nearmap permission to charge a Late Payment Fee and/or immediately limit or terminate access to the Products provided under this Exense. Acceleration in the event of the Licensee failing to pay Nearmap the Fees in full

- 4.7 in accordance with the terms of this Agreement, all Fees (whether accrued or not) will become immediately due and payable.
- Amendments Fees at the end of the Term may only be increased subject to 4.8 Nearmap and the Licensee agreeing in writing.

THE LICENSEE'S WARRANTIES

- Warranty The Licensee warrants that: 5.1 any information the Licensee supplies to Nearmap in respect of the Agreement is complete and correct. The Licensee must keep Nearmap informed of any change to the Licensee's Information provided to Nearmap, including any change to the
- Licensee's contact details, or the details of a credit card used for payment; the Licensee will immediately notify Nearmap of any usage of any Product outside (o) the Permitted Purpose, and provide any other Information reasonably requested by Nearmap;
- the Licensee has the power to enter into this Agreement and to perform the (c) obligations under it; and
- the Licensee has and will comply with all relevant laws relating to the Licensee's (d) use of the:
 - License;
 - Products; and
 - Website.

TERMINATION AND EXPIRY

- initial Term This Agreement commences on the Commencement Date and continues until expiry of the Term unless terminated earlier in accordance with the terms of this Agreement or renewed under section 1.3.
- Termination by Either Party Either party may terminate this Agreement with 6.2
- Immediate effect by giving notice to the other party if: the other party breaches any of its obligation under this Agreement capable of remedy and falls to remedy that breach within fourteen (14) days after receiving (a) notice requiring it to do so;
- the other party breaches any of its obligations under this Agreement incapable of remedy; or
- the other party files for protection under bankruptcy laws, makes an assignment for the benefit of creditors, appoints or suffers appointment of a receiver or trustee over its property, files a petition under any bankruptcy or insolvency act or has (c) any such petition filed against it which is not discharged within sixty (60) days of the filling thereof or admits in writing its inability to pay its debt generally as they become due.
- Termination by Nearmap Regardless of anything else in the Agreement but subject to section 4.4, Nearmap has the right, in its absolute discretion and upon giving the Licensee 10 Business Days' notice, to terminate the Agreement and
- Consequences If the Agreement is terminated under sections 6.2 or 6.3 or expires at the end of the Term:
- the License immediately terminates and the Products will no longer be available to the Licensee:
- The Licensee must immediately destroy, delete or return to Nearmap all Products; (b)

subject to section 7.3, the Licensee and the Authorized Users are not permitted to use any Products for any purpose

Costs Nearmap reserves all rights following termination of this Agreement, including any rights available to Nearmap to collect any outstanding Fees which may be owed by the Licensee. The Licensee will be liable for any reasonable legal costs incurred by Nearmap in enforcing its rights following termination of this

Continuing obligations After expiry or termination of the Agreement or a License, sections 1.5, 2, 7, 8, 9, 10, 13, 14, 15, and 17 will still be binding on the Licensee in relation to Products licensed or obtained during the Term.

INTELLECTUAL PROPERTY

Ownership Unless otherwise indicated, the Website, the Products and all associated intellectual Property Rights, data, information and software are owned by Nearmap and are protected by copyright, moral rights, trademark and other laws relating to the protection of intellectual property. Nearmap reserves all of its intellectual Property Rights. Except for the limited License granted to the Licensee in section 1.1, no ownership or intellectual Property Rights in the Website or any Product will pass to the Licensee.

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Derivative Works Subject to compliance with all other terms of this Agreement, the Licensee is granted a non-exclusive right to produce and use Derivative Works for a Permitted Purpose. Unless otherwise notified to the Licensee by Nearmap, the Licensee may continue using Derivative Works following termination or expiry of this Agreement. The Licensee and Nearmap will jointly own all rights in and to any Product embedded in a Derivative Work.

THIRD PARTY PROVIDERS

- Nearmap engages Third Party Providers in order to provide the Products. The Licensee agrees to comply with all requirements and restrictions that Third Party Providers may impose on Licensee directly or indirectly by imposition on Nearmap, in relation to their respective products and/or services, at the time of, or subsequent to, the Agreement. The Licensee acknowledges that provision of the Products is subject to, and dependent upon, adequate delivery of products and services by the Third Party Providers. In accordance with section 9 of the Agreement, Nearmap's liability is reduced to the extent that loss or damage of Agreement, rearmap's stability is reduced to the extent that loss of darriage of any kind is caused or contributed to, by Third Party Providers. For the Licensee's convenience, Nearmap has set out in this section 8 links to the terms and conditions of these Third Party Providers with which the Licensee is required to comply. The Licensee further acknowledges that by entering into the Agreement. the Licensee agrees to comply with the respective terms and conditions of Third Party Providers, which currently include the Third Party Providers set out below. Third Party Providers and their terms of supply may change from time to time during the Term of the Agreement.
- Google Nearmap engages Google to supply navigation and geo-location data, and related content. By entering into the Agreement, the Licensee agrees to the Google Terms of Service as they apply to the Licensee. https://www.google.com/enterprise/earthmaps/legal/us/maps purchase agreem ent apac.html
- Amazon Web Services (AWS) Nearmap engages Amazon Web Service, Inc. to provide services (AWS Services) which enables delivery of the Products. By entering into the Agreement, the Licensee agrees to comply with the AWS Customer Agreement (http://aws.amazon.com/agreement/) as it applies to the Licensee. Use of the Products is also subject to the Licensee's compliance with the following AWS policies:

(http://aws.amazon.com/privacy/)

- Acceptable Use Policy
- (http://aws.amazon.com/aup/)

Terms of Use

(http://aws.amazon.com/terms/)

Service Terms

(http://aws.amazon.com/serviceterms/)
Trademark Use Guideline

(http://ews.amezon.com/trademark-quidelinesf);
NASA/NCAS By entering into the Agreement, the Licensee agrees to the following NASA/NCAS terms and conditions: (https://www.nearmap.com/legal-(c)

information/copyright)
WARRANTY AND LIABILITY

Warranty Nearmap agrees to use industry standard GPS to ensure captured

imagery has accurate geographical positioning.

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TO RELY ON ANY OF THE PRODUCTS OR THE WEBSITE.

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INFORMATION OBTAINED FROM NEARMAP.

AGGREGATE LIMIT IN NO EVENT WILL THE AGGREGATE LIABILITY OF NEARMAP, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATING TO THE USE OF THE PRODUCTS EXCEED ANY COMPENSATION

RELATING TO THE USE OF THE PRODUCTS EXCEED ANY COMPENSATION OR FEE THE LICENSEE HAS PAID, IF ANY, TO NEARMAP FOR ACCESS TO OR USE OF THE PRODUCTS OVER THE 12 MONTH PERIOD PRIOR TO THE ALLEGED DEFAULT, BREACH OR EVENT GIVING RISE TO THE LIABILITY. Third Party Providers The Licensee acknowledges that Nearmap relies on the services of Third Party Providers in order to supply the products and services. Without limiting any of the above, for the avoidance of doubt, to the fullest extent permitted by applicable law, Nearmap will not be liable for any loss, damage, or cost of any kind, which is caused, or contributed to, by a third party service

indemnity The Licensee agrees to indemnify Nearmap and its directors, officer, employees, agents and subcontractors, from and against any and all direct or indirect claims, damages, losses, liabilities, expenses and costs (including reasonable attorney's fees and costs) arising from or out of:

the Licensee's actual or alleged breach of any provisions of this Agreement;

the Licensee's use of the Product for any purpose; and

the Licensee's use of, or any third party's use of, or inability to use, any Derivative

Works, including without limitation, any output from the Derivative Works. Nearmap will provide the Licensee with notice of any such claim or allegation, and 9.9 Nearmap has the right to participate in the defense of any such claim at its expense.

COPYRIGHT COMPLAINTS 10.

Subject to section 9, if any third party brings a Claim against the Licensee alleging that the Licensee's use of the Products in accordance with this License infringes 10.1 their copyright ("Infringement Claim"), Nearmap will defend the Licensee against the Claim and pay any settlement to which Nearmap consents or final courtawarded damages for which the Licensee is liable.

10,2 The Licensee must:

promptly notify Nearmap of any such Infringement Claim; not make any admissions in relation to the Infringement Claim without Nearmap's (b) prior written consent;

permit Nearmap to conduct the defense of the Infringement Claim including all (c) negotiations for settlement; and

(d) provide Nearmap with any assistance reasonably requested to allow Nearmap to defend the Infringement Claim.

Nearmap will have no liability for any infringement Claim:

that arises from any:

use of the Product In violation of this Agreement;

modification of the Product by anyone other than Nearmap or a party authorized by Nearmap in writing by Nearmap to modify the portion of the

Product applicable to the infringement Claim; or third-party products, services, hardware, software or other materials, or a combination of these with the Products would not be infringing without this combination; or

if the Licensee falls to comply with section 10.2.

To the maximum extent permitted by law, this section 10 sets out Nearmap's sole and exclusive liability, and the Licensee's sole and exclusive remedy, for any third party Infringement Claims brought against the Licensee in relation to an infringement of intellectual Property Rights.

PRIVACY POLICY

Nearmap will use any data supplied by the Licensee as set out in Nearmap's Privacy Policy, available at http://go.nearmap.com/legat/privacy-policy.

By entering into this Agreement, the Licensee expressly consents to receiving by

email direct marketing communications from Nearmap.

By entering into this Agreement, the Licensee acknowledges that personal by entering into this Agreement, in a Eccasion Products (including, without limitation, credit or debit card details provided by the Licensee for the purpose of paying Nearmap) may be disclosed to and held by one or more of Nearmap's third party suppliers and partners (including, without limitation, providers of payment processing services), and used by those third parties in connection with the supply of Products. Nearmap will have no liability whatsoever with respect to any personal information held by a third party in connection with the supply of Products.

FORCE MAJEURE

Force Majeure Event if a party is unable to perform or is delayed in performing an obligation under this Agreement (except for any obligation to performing an obligation under this Agreement (except for any obligation to pay money, including Fees) because of an acts of war, terrorism, hurricanas, earthquakes, other acts of God or of nature, strikes or other labor disputes, riots or other acts of civil disorder, embargoes, or other causes beyond the performing party's reasonable control (Force Majeure Event):

that obligation is suspended but only so far and for so long as that party is affected

by the Force Majeure Event; and

the affected party will not be responsible for any loss or expense suffered or Incurred by the other party as a result of, and to the extent that, the affected party is unable to perform or is delayed in performing its obligations under this Agreement because of the Force Majeure Event.

Notice of Force Majeure Event if a Force Majeure Event occurs, the party affected by the Force Majeure Event must:

promptly give the other party notice of the Force Majeure Event and an estimate

of the non-performance and delay; take all reasonable steps to overcome the effects of the Force Majeure Event; (b)

and

resume compliance as soon as practicable after the Force Majeure Event no (c) longer affects it

CONFIDENTIALITY

The Product includes metadata and other confidential and proprietary information of Nearmap (Confidential Information). The Licensee must not use any Confidential information for any purpose not expressly permitted hereunder and will disclose Confidential Information only to its employees who have a need to know for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than the Licensee's duty hereunder. The Licensee will protect Confidential Information from unauthorized user, access, or disclosure in the same manner as it would protect its own confidential or proprietary information of similar nature and with no less than reasonable care.

NOTICES

All notices and consents will be in writing and will be considered delivered and effective upon receipt (or when delivery is refused) when (a) personally delivered; (b) sent by registered or certified mail (postage prepaid, return receipt requested); (c) sent by nationally recognized private courier (with signature required and all fees prepaid); or (d) sent by email with confirmation of transmission. Notices must be sent to the Licensee at the address set forth in the New Subscription Quote (or if none is specified, the address to which Nearmap sends invoices) and for Nearmap to 10897 South River Front Parkway, Sulte 150 South Jordan, UT 84095, USA, or at another address as a party may designate in writing.

TECHNOLOGY EXPORT

The Licensee shall not: (a) permit any third party to access or use the Product in violation of any U.S. law or regulation; or (b) export any software provided by Nearmap or otherwise remove it from the United States except in compliance with foregoing, the Licensee shall not permit any third party to access or use the Product in, or export such software to, a country subject to a United State embargo (as of the Effective Date, Cuba, Iran, North Korea, Sudan, and Syria). NEARMAP NOW all applicable U.S. laws and regulations. Without limiting the generality of the

Survey During the Term, the Licensee may request a survey of an area which is not covered (in its entirety or in part) by the Coverage Area (Survey). The Licensee must provide a detailed description of the area that is to be covered by the Survey and which is to be included in the Survey Specification. Upon receipt of such a request in writing, Nearmap may in its absolute discretion, agree to provide the Survey to the Licensee.

Delivery of Survey Subject to sections 12 and 16.1, Nearmap will deliver the Survey to the Licensee by uploading the Survey to the Website within 6 months of the date on which Nearmap receives payment of the Survey Fee in full from the Licensee. Nearmap will notify the Licensee in writing once the Survey has been uploaded to the Website.

Availability to other Nearmap customers Nearmap may, at its absolute discretion, allow other customers of Nearmap to access the Survey on the

Refund of Survey Fee If the Licensee is not in breach of the Agreement and Nearmap elects to terminate the Agreement under section 8.3 prior to delivery of the Survey, Nearmap will refund the Survey Fee to the Licensee.

Nearmap Basic This Section 16 will not be applicable to the Licensee if the

License purchased is for a Nearmap Basic Product.

MISCELLANEOUS TERMS

Nearmap customer The Licensee agrees that Nearmap may identify the Licensee as a Nearmap customer in Nearmap business materials.

Additional Terms and Conditions The Additional Terms and Conditions form part of, and should be read in conjunction with, this Agreement.

Precedence of Documents This Agreement is comprised of:

(a) the New Subscription Quote;

(b) the Additional Terms and Conditions; and 17.3

this agreement.

(c) this agreement.

If there is any ambiguity or inconsistency between the documents comprising the Agreement, the document appearing higher in the list will have precedence.

Independent Confractors The pariles are independent confractors and will so represent themselves in all regards. Neither party is the agent of the other, and neither may make commitments on the other's behalf. The parties agree that no Nearmap employee or contractor will be an employee of the Licensee.

17.5 Construction The parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either party by reason for authorship.

Walver Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written watver. No waiver of a breach

of this Agreement will constitute a waiver of any other breach of this Agreement. Severability if one or more of the terms of the Agreement are found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of

the remaining terms will not be affected.

Amendments Other than as expressly specified in this Agreement, this Agreement may only be varied with the written consent of Nearmap and the

Assignment This Agreement shall not be assigned by either party without the prior written consent of the other party which shall not be unreasonably withheld; provided, however, that Nearmap may, upon written notice to the Licensea, assign all of its rights under this Agreement to (i) a parent, subsidiary or Affiliate of Nearmap, (ii) a purchaser of all or substantially all assets related to this Agreement, or (iii) a third party participating in a merger, acquisition, sale of assets or other corporate reorganization in which Nearmap is participating. Any attempt to assign this Agreement in violation of this provision shall be void and of no effect. This Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

17.10 Entire Agreement This Agreement:

comprises the entire agreement and understanding between the parties on everything connected with the subject matter of this Agreement; and

supersedes any prior agreement or understanding on anything connected with (b)

that subject matter.

Counterparts This Agreement may consist of a number of counterparts and if so the counterparts taken together constitute one and the same instrument. This Agreement is not binding on any party unless one or more counterparts have been duly executed by, or on behalf of, Nearmap and the Licensee.

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

DEFINITIONS

In this Agreement:

Additional Terms and Conditions means the additional terms and conditions (if any) sel out in Schedula 1,

Affiliate means, with respect to Nearmap, any entity that controls or is controlled by such party, or is under common control with Nearmap. For purposes of this definition, an entity shall be deemed to control another entity if it owns or controls, directly or indirectly, at least fifty per cent (50%) of the voling equity of another entity (or other comparable interest for an entity other than a corporation)

Authorized User means the number of person specified in the "Seats" section of the New Subscription Quote, who have been granted access to the Product by the Licensee pursuant to the term and conditions of this Agreement and who either has been assigned a unique Nearmap user login credential or whom the Licensee has assigned a user login credential that enables access to the Product.

Auto Renew means the section of the New Subscription Quote titled "Auto Renew". Business Days means any day other than a Saturday, a Sunday or a recognised public

Claim means any claim, cost (including legal costs on a solicitor and client basis). damages, debt, expense, tax, liability, loss, obligation, allegation, suit, action, demand, cause of action, proceeding or judgment of any kind however calculated or caused, and whether direct or indirect, consequential, incidental or economic.

Commencement Date means the date as specified in the "Contract Commencement"

section of the New Subscription Quote.

Commercial Purpose means to distribute, transfer, sell, sub-license or pass possession of any Products (in whole or in part) for the purpose of direct commercial benefit or gain by the Licensee.

Coverage Area means the area specified in the "Coverage" section of the New Subscription Quote for which Nearmap has available Products, which may cover part or all of that area and which may cover part (but not all) of the area covered by the Survey. Derivative Work means any new work created by or for the Licensee that includes or embeds all or part of a Nearmap Product.

Excess Data Rate means the rate of additional fees that the Licensee pays per megabyte for its use of the Products beyond the Period Data Allowance, being

If the Licenses pays its Fees on a monthly basis, the Fees per month divided by the Periodic Data Allowance; or

if the Licensee pays its Fees on a yearly basis, the Fees per year divided by 12 divided by the Periodic Data Allowance.

Fault means any fault, faiture, error or defect which prevents the Licensee from accessing the Products, other than where access is prevented due to a planned outage, because of an unforeseeable event beyond Nearmap's reasonable control or any conduct or activity undertaken by the Licensee, the Licensee's employees or agents. Fees means the fees specified in the New Subscription Quote payable by the Licensee

for the License, or as otherwise agreed in writing between Nearmap and the Licenses. Intellectual Property Rights includes all industrial and intellectual properly rights throughout the world including copyright, morel rights, trademarks, patents, rights to protect confidential information and any similar rights.

Late Payment Fee means a fee, as notified by Nearmap to the Licensee, corresponding to the costs incurred by Nearmap (including, without limitation, administrative and other costs) in recovering any payment not made by the Licensee on the due or scheduled date for payment. Late fees incur interest at the rate of 1.5% per month.

License means the license granted in section 1.1.

Licensee means the person or entity specified in the "Customer Name" section of the New Subscription Quote.

Nearmap means Nearmap US, Inc.

New Subscription Quote means the document produced after the Licensee places an initial order for the Product(s) or requests any changes to its' License which may be titled 'Renewal Quote" or "Amendment Quote".

Operational Hours means 9am to 5pm PT.

Period means monthly unless otherwise notified by Nearmap.

Periodic Data Allowance means the data ellowance specified in the "Allowance" section of the New Subscription Quote unless otherwise agreed in writing between Nearmap and the Licensee.

Permitted Purpose means the use of Products by the Licensee in the Licensee's ordinary business and at all times excludes any:

Commercial Purpose;

Unlawful Purpose; Integration or altempt to integrate the Product in an internal system of the (c)

Licensee or of a third party; and

Redistribution or copying of files, images, photographs or making such files, (d) images or photographs available in any medium or manner that is contained in the Products to any third party (except as expressly permitted under this Agreement).

Products means any Nearmap products specified in the New Subscription Quote and, if applicable, the Survey.

Schedules means the schedules to the New Subscription Quote, which form part of this Agreement.

Subscription Period means the period stated in the "Subscription Period" column of the New Subscription Quote.

Subscription Start Date means the date specified in the 'Subscription Start Date'

section of the New Subscription Quoto.
Survey has the meaning (if any) given to that section 16.1.

Survey Fee means the fee for the Survey as agreed in writing between Nearmap and the Licenses.

Survey Specification means the survey specification referred to in the New

Term means the term specified in the "Contract Term" section of the New Subscription Quote, commencing on the (a) Commencement Date, or(b) Subscription Start Date (if a date is specified), whichever is a later date unless a Subscription Period is stated.

Third Party Providers means third party providers of products and services to Nearmap. Unlawful Purpose means any unlawful purpose, including but not limited to stalking, herassing or intimidating any person or engaging in misleading or deceptive conduct. Website means all pages and sub-sites available within the nearmap.com domain.

Approved on:				
By Board of County Commissioners				
Chairman				
Vice Chairman				
Member				
ATTEST:				
Maressa Treat Oklahoma County Clerk				
PO :				



Bill To

OKLAHOMA COUNTY ASSESSOR

320 ROBERT S. KERR

SUITE 313

OKLAHOMA CITY, OK

73102

Reguisition 12600088-00 FY 2026

Acct No:

UNDEFINED ACCOUNT.

Review:

Buyer: 6065armarhof

|Status: Created

Page 1

Vendor

NEARMAP US INC PO BOX 7368387

DALLAS, TX 75373-6837

Te1#800-609-7250

Ship To

OKLAHOMA COUNTY ASSESSOR

320 ROBERT S. KERR

SUITE 313

OKLAHOMA CITY, OK 73102

Deliver To OKLAHOMA COUNTY ASSESSOR 320 ROBERT S. KERR SUITE 313

OKLAHOMA CITY, OK 73102

|Vendor |Date Ship Ordered | Number | Required | Via Department Terms |Assessor Revaluation 05/27/25 | 003353 | LN Description / Account Qty Unit Price Net Price 167727.86 001 MAPPING SVCS BOCC: 1.00 167727.86000 EACH

Ship To OKLAHOMA COUNTY ASSESSOR 320 ROBERT S. KERR SUITE 313 OKLAHOMA CITY, OK 73102

Deliver To OKLAHOMA COUNTY ASSESSOR 320 ROBERT S. KERR SUITE 313 OKLAHOMA CITY, OK 73102

Requisition Link

Requisition Total

167727.86

***** General Ledger Summary Section ***** Account

Amount Remaining Budget

County Request No.

453

REQUEST FOR LEGAL SERVICES

This form is used to provide legal opinions and contract approval by the District Attorney's Office. Only that advice that is related to a pending or potential claim against the County or its officers and employees is protected by the attorney-client priviledge. Opinions that are privileged should not be disclosed to anyone or the priviledge may be waived.

All legal opinions and approvals rendered are based only on the documentation and information stated below or attached to this form and, thus, it is important that all relevant facts and information be provided at the time of review. Please advise the District Attorney's Office of new or additional information, as it may cause the opinion to change. In all cases, the opinions of the District Attorney's Office are not binding on the County, its officers or employees and may be followed or disregarded in the discretion of the elected official.

Date of Request: 06/	13/2025	Department: Assessor
State the nature of th	e legal request:_	-
contract is attached). T	ial agreement with he contract is ider	Nearmap for FY 25/26. (A copy of prior year's ntical to last years' agreement with the exception of
pricing. Please contact either G questions. Thank you.	retchen Crawford	(x1238) or Marci Hoffman (x1203) with any
RECE	EIVED	
JUN 1		
CIVIL DI DISTRICT A	TTORNEY	County Officer or Department Director
Reply of District Attorn	ney's Office:	
Reply of District Attorn		7111.20
Reply of District Attorn		rend
Reply of District Attorn		
Reply of District Attorn		
Date of Reply:		