GENERAL SERVICES ADMINISTRATION

Federal Supply Service

Authorized Federal Supply Schedule Price List

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!®, a menu-driven database system. The INTERNET address GSA Advantage!® is: GSAAAdvantage.gov.

Multiple Award Schedule

nearmap

FSC Group: INFORMATION TECHNOLOGY

Contract Number: 47QTCA22D00A0

Contract period: JUN 27, 2022 – JUNE 26, 2027

Nearmap US, Inc
10897 S River Front Pkwy
Suite 150
South Jordan, UT 84095
218-290-9056
www.nearmap.com

CONTRACT ADMINISTRATOR: Shelly Carroll
Shelly.carroll@nearmap.com

Business size: Large

For more information on ordering from Federal Supply Schedules go to the GSA Schedules page at GSA.gov.

PRICELIST CURRENT THROUGH AWARD DATED, 6/27/2022

Prices Shown Herein are Net (discount deducted)
CUSTOMER INFORMATION

1a. Table of awarded special item number(s) with appropriate cross-reference to item descriptions and awarded price(s).

<table>
<thead>
<tr>
<th>SINs</th>
<th>Recovery</th>
<th>SIN Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>511210</td>
<td>511210RC</td>
<td>Information Technology IT Software</td>
</tr>
<tr>
<td>541370GEO</td>
<td>541370GEORC</td>
<td>Earth Observation Solutions</td>
</tr>
</tbody>
</table>

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Those contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply. See Page 4

1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate “Not applicable” for this item. See Page 4

2. Maximum order:

<table>
<thead>
<tr>
<th>SINs</th>
<th>Maximum Order</th>
</tr>
</thead>
<tbody>
<tr>
<td>511210</td>
<td>$500,000</td>
</tr>
<tr>
<td>541370GEO</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

3. Minimum order: $100

4. Geographic coverage (delivery area). 48 States and D.C.

5. Point(s) of production (city, county, and State or foreign country).
   10897 S River Front Pkwy
   Suite 150
   South Jordan, UT 84095

6. Discount from list prices or statement of net price. Government Net Prices (discounts already deducted.)

7. Quantity discounts. Contact Contractor

8. Prompt payment terms. Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions. Net 30 Days

9. Foreign items (list items by country of origin). Not Applicable

10a. Time of delivery. (Contractor insert number of days.) Contact Contractor
10b. Expedited Delivery. Items available for expedited delivery are noted in this price list. Contact Contractor

10c. Overnight and 2-day delivery. Contact Contractor

10d. Urgent Requirements. Contact Contractor

11. F.O.B. point(s). Destination

12a. Ordering address(es).
10897 S River Front Pkwy
Suite 150
South Jordan, UT 84095

12b. Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA’s) are found in Federal Acquisition Regulation (FAR) 8.405-3.

13. Payment address(es).
10897 S River Front Pkwy
Suite 150
South Jordan, UT 84095

14. Warranty provision. Standard Commercial Warranty Terms & Conditions

15. Export packing charges, if applicable. Not Applicable

16. Terms and conditions of rental, maintenance, and repair (if applicable). Not Applicable

17. Terms and conditions of installation (if applicable). Not Applicable

18a. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable). Not Applicable

18b. Terms and conditions for any other services (if applicable). Not Applicable

19. List of service and distribution points (if applicable). Not Applicable

20. List of participating dealers (if applicable). Not Applicable

21. Preventive maintenance (if applicable). Not Applicable

22a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants). Not Applicable
22b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor’s website or other location.) The EIT standards can be found at: www.Section508.gov/. Not Applicable

23. Unique Entity Identifier (UEI) number. EC29EN9242DS9

24. Notification regarding registration in System for Award Management (SAM) database. Contractor registered and active in SAM.
PRODUCT SPECIFICATIONS

Nearmap is a subscription-based service with flexible options tailored to suit your needs. Your users will always have access to reliable, current imagery to more confidently derive insights and make decisions, helping save time and reduce costs through virtual site visits.

**Vertical/Ortho**
- Resolution: 2.2 – 3" GSD
- High-resolution, top-down imagery
- Simple integrations into GIS software

**Panorama**
- Resolution: 2.2 – 3" GSD
- Multi-perspective aerial views at a 45-degree angle
- View all cardinal directions—N, S, E, W—in a seamless mosaic

**Oblique**
- Resolution: 3" GSD
- Multi-perspective aerial views at a 45-degree angle
- View all cardinal directions with a gallery of individual source images

**3D Viewer**
- 360-degree, immersive view of 3D textured mesh
- Pan, zoom, gather accurate dimensions

**3D Export**
- 3D data sets: DSM, Point Cloud, Textured Mesh, True Ortho
- File formats: 3MX, SLPK, B3DM, OSGB, OBJ, FBX, GeoTIFF, JPEG, ASCII, LAS
- Available via MapBrowser or offline delivery

**AI Datasets**
- View AI Layers to help you identify objects and other location attributes
- On-demand export and APIs for easy third-party integration
- Growing list of AI Packs: impervious surfaces, vegetation, building footprints, construction site and more

A few of our government partners

[Images and logos: Esri, Autodesk, Cityworks, Geocortex]
<table>
<thead>
<tr>
<th>Product Name</th>
<th>Product Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tier 1 Ortho Imagery</td>
<td>Population up to 100,000</td>
<td>$9,571.79</td>
</tr>
<tr>
<td>Tier 1.1 Ortho Imagery</td>
<td>Population up to 200,000</td>
<td>$19,143.58</td>
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<tr>
<td>Tier 1.2 Ortho Imagery</td>
<td>Population up to 300,000</td>
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<tr>
<td>Tier 1.3 Ortho Imagery</td>
<td>Population up to 450,000</td>
<td>$47,858.94</td>
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<tr>
<td>Tier 1.4 Ortho Imagery</td>
<td>Population up to 650,000</td>
<td>$67,002.52</td>
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<tr>
<td>Tier 2 Ortho Imagery</td>
<td>Population up to 850,000</td>
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<tr>
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<td>Tier 3.3 Ortho and Oblique</td>
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</tr>
</tbody>
</table>

**3D area based on square mile**

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<thead>
<tr>
<th>3D Tier 1</th>
<th>Area square miles 25-50</th>
<th>$239.29</th>
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</thead>
<tbody>
<tr>
<td>3D Tier 2</td>
<td>Area square mile 51-100</td>
<td>$210.58</td>
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<tr>
<td>3D Tier 3</td>
<td>Area square mile 101-250</td>
<td>$191.44</td>
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<tr>
<td>3D Tier 4</td>
<td>Area square mile 251-500</td>
<td>$172.29</td>
</tr>
<tr>
<td>3D Tier 5</td>
<td>Area square mile 500-1000</td>
<td>$148.36</td>
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<tr>
<td>3D Tier 6</td>
<td>Area square mile Over 2000</td>
<td>$124.43</td>
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<tr>
<td>Custom</td>
<td>Area square mile Over 2000</td>
<td>$105.29</td>
</tr>
</tbody>
</table>

*Minimum $25k USD customer budget over and above subscription, flexible on min when near our current coverage program.*

Nearmap Now Add-On Tier Level 1 HC1 | $71.79

Nearmap Now Add-On Tier Level 1 HC2 | $210.58
PRODUCTS AGREEMENT

2.5 No machine learning The Licensee must not conduct machine learning work in connection with this Agreement or any Products, which includes but is not limited to any:
(a) machine learning models (including the model form and model parameters);
(b) outputs of machine learning models;
(c) software that processes or transforms input data for training a machine learning model or getting a prediction from a machine learning model into a format suitable for training or making such prediction; or
(d) software used to train a machine learning model or compute outputs of a machine learning model for a given set of input data.

2.6 No caching and creation of database Except as expressly permitted under this Agreement, the Licensee is not permitted to:
(a) use its access to the Products under this Agreement for the purposes of creating a database of images shapefiles or other data, for commercial purposes and mass downloads or bulk feeds of any imagery; and
(b) pre-fetch, retrieve, cache, index, or store any Content or portion of the Products.

2.7 Restriction on integration methods The Licensee is only permitted to use API integration methods, or other integration methods, as authorized by Nearmap in writing, including but not limited to integration with the Licensee's or other third party platforms or software.

2.8 Limits on use of Website In the Licensee's use of the Website, the Licensee must not (without the prior written consent of Nearmap):
(a) provide a link to another URL;
(b) upload content or other information to the Website (except as necessary to use the Products);
(c) do anything to damage, interfere or disrupt access to the Website or do anything which might impair its functionality;
(d) use the Website in any way to send any unsolicited email (commercial or otherwise) or any other material for marketing or publicity purposes;
(e) publish, post, distribute, disseminate, or otherwise transmit, defamatory, offensive,侵权, obscene, indecent, or other unlawful or objectionable confidential material or information;
(f) make available, upload, or distribute by any means any material or files that contain any viruses, bugs, corrupt data, "trojan horses," "worms," or any other harmful software;
(g) remove any content or information from the Website, other than that permitted under the terms of this License;
(h) exercise the true ownership of a Product or other material or information made available via the Website;
(i) obtain or attempt to obtain unauthorized access, through whatever means, to the Website;
(j) use the Website other than in accordance with this Agreement;
(k) attempt any of the above acts or engage, encourage or permit another person to do any of the above acts;
(l) provide or allow access to the Website which exceeds the total number of Authorized Users and/or Authorized Products;

2.9 Breach If the Licensee breaches any of sections 2.1 to 2.8 inclusive, Nearmap reserves its rights to terminate the Agreement in accordance with section 6.2, restrict the Licensee's access to the Products, and take any other steps available to it at law. Termination of Federal contracts will be in accordance with FAR 52.212-4(i), FAR 52.212-4(m), and GSAR 552.238-79.

3. THE LICENSEE’S ACCESS TO PRODUCTS AND SERVICES

3.1 Authorized Users 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 person, by a different Authorized User to the person to whom it was issued, or the number of Authorized Users has been exceeded, Nearmap may:
(a) cancel that password/ID;
(b) restrict the Licensee's access to the Product to low resolution imagery, or apply any other restrictions on access that Nearmap determines in its absolute discretion;
(c) immediately cease the Licensee's access to the Product; and/or
(d) exercise any other rights available to Nearmap under the terms of this Agreement or at law. Termination of Federal contracts will be in accordance with FAR 52.212-4(i), FAR 52.212-4(m), and GSAR 552.238-79.

...
Nearmap Products Agreement and Schedules – GSA
v. 06.23.2022

3.2 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 reserves the right, whenever possible, all normal maintenance and uptime/downtime of the Website and APIs. When Nearmap becomes aware of any Fault, Nearmap will use reasonable efforts to: (a) allocate such resources as may be necessary to remedy the Fault; and (b) otherwise take all reasonable steps to remedy the Fault so as to minimize any disruption of the Licensee’s use of the Products.

3.3 Expiry 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. Termination of a Federation contract will be in accordance with FAR 52.212-4(f), FAR 52.212-4(i), and GSAR 525.238-79.

3.4 Unauthorized Use Licensee shall take reasonable steps to prevent unauthorized access to the Products, including without limitation, protecting its passwords and other login information. The Licensee shall notify Nearmap immediately of any known or suspected unauthorized use of the Products, or breach of its security, and shall use best efforts to stop said breach and minimize the adverse impact of said breach on Nearmap.

3.5 Audit During the Term of this Agreement, and for two (2) years after termination or expiry of this Agreement, the Licensee shall maintain records regarding its use of the Products according to its record keeping policies and procedures. The Licensee shall permit Nearmap (or its auditors) access to the Licensee’s records pertaining to the Licensee’s use of the Products. Nearmap may conduct an audit (a) upon reasonable notice to the Ordering Activity, (b) consistent with all security measures of the Ordering Activity, and (c) at Nearmap’s expense.

4. FEES

4.1 Fees The Fees payable by the Licensee are set out in the Quote based on the pricing found in the Schedule Price List.

4.2 Payment The Fees are payable by the Licensee to Nearmap in the manner and by the due date, as set out in the GSA Schedule Contract. Payments are governed by the GSA Schedule Contract, FAR 52.232-33, -34, -37, 522.232-74, -78, and 47.

5. THE LICENSEE’S WARRANTIES

5.1 Warranty The Licensee warrants that: (a) any contact details 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 contact information, and the Licensee’s details, or the details of a contact card used for payment; (b) the Licensee will immediately notify Nearmap of any of Product outside the Purchased Purpose, and provide any other information reasonably requested by Nearmap; (c) the Licensee has the power to enter into this Agreement and to perform the obligations under it; and (d) the Licensee has and will comply with all relevant laws relating to the Licensee’s use of the: (i) License; (ii) Products; and (iii) Website.

6. TERMINATION AND EXPIRY

6.1 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.

6.2 Termination by Either Party Termination of Federal contracts will be in accordance with FAR 52.212-4(f), FAR 52.212-4(i), and GSAR 525.238-79.

6.3 Termination by Nearmap Termination of Federal contracts will be in accordance with FAR 52.212-4(f), FAR 52.212-4(i), and GSAR 525.238-79.

6.4 Consequences If the Agreement is terminated under sections 6.2 or 6.3 or expires at the end of the Term: (a) the Licensee must immediately destroy, delete, or return to Nearmap all Products; and (b) subject to section 7.3, the Licensee and the Authorized Users are not permitted to use any Products for any purpose.

7. INTELLECTUAL PROPERTY

7.1 Ownership Unless otherwise indicated, the Website, the Products, the Content, and 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. For the excepted limited License granted to the Licensee in section 1.1, no ownership or Intellectual Property Rights in the Website, any Product, or Content will pass or be licensed to the Licensee.

7.2 Trademarks The Nearmap trademarks and all associated Intellectual Property Rights are owned by Nearmap. Nothing in the Agreement confers upon the Licensee any rights to use or modify any of Nearmap’s trademarks, except that Nearmap grants the Licensee a royalty-free, limited, non-exclusive, non-transferable, non-sublicensable license to reproduce and display Nearmap trademarks only to the extent necessary to comply with the Licensee’s obligations under this Agreement. Any such reproduction and display of those marks must comply with the policies and rules Nearmap makes available to the Licensee from time to time.

7.3 Derivative Works Subject to compliance with all other terms of this Agreement, the Licensee is granted a royalty-free, limited, non-transferable 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. For the avoidance of doubt, Nearmap will not continue to own copyright and to any Product and Content embedded in a Derivative Work, but all other rights in and to the Derivative Work will belong to the Licensee.

8. THIRD PARTY PROVIDERS

8.1 Nearmap engages Third Party Providers in order to provide the Products and comply with its obligations under this Agreement and for the Licensee to receive the intended benefit of this Agreement. The Licensee agrees to comply with all requirements and restrictions that Third Party Providers may impose on the 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. Nearmap and any Third Party Providers with which the Licensee is required to comply shall be subject to the Google Terms of Service as they apply to the Licensee.

9. WARRANTY AND LIABILITY

9.1 Warranty Nearmap agrees to use industry standard GPS to ensure captured imagery has accurate geographical positioning.


9.3 NO REPRESENTATIONS WHILE NEARMAP USES REASONABLE EFFORTS TO ENSURE THE ACCURACY, CORRECTNESS AND RELIABILITY OF THE CONTENT, THE PRODUCTS, AND THE WEBSITE, NEARMAP MAKES NO REPRESENTATIONS, WARRANTIES, CONDITIONS, OR GUARANTEE AS TO THE ACCURACY, CORRECTNESS, OR RELIABILITY OF ANY PRODUCT OR CONTENT CONTAINED ON THE WEBSITE. THE PRODUCTS AND THE WEBSITE ARE SUBJECT TO ERRORS, OMISSIONS, INACCURACIES, AND DISTORTIONS, AND NEARMAP WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR ANY COSTS MADE IN RELATION TO, ANY PRODUCTS OR CONTENT PROVIDED UNDER THE TERMS OF THIS AGREEMENT.
9.4 LIMIT OF LIABILITY EXCEPT AS PROHIBITED UNDER FEDERAL LAW, THE SCHEDULE CONTRACT, OR THE FEDERAL ACQUISITION REGULATIONS, NEARMAP’S LIABILITY FOR: (A) A BREACH OF A WARRANTY UNDER SECTION 9.1; OR (B) A BREACH OF A REPRESENTATION, WARRANTY, CONDITION OR GUARANTEE WHICH IS IMPOSED IN RELATION TO THIS LICENSE UNDER LEGISLATION AND CANNOT BE EXCLUDED, WILL BE LIMITED TO, AT NEARMAP’S OPTION, REPLACING OR REPAIRING THE PRODUCTS OR SUPPLYING PRODUCTS EQUIVALENT TO THE RELEVANT PRODUCTS; OR PAYING THE COST OF REPLACING OR REPAIRING THE PRODUCTS. THE FORGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO THE EXTENT THAT THE NEGLIGENCE OF NEARMAP RESULTED IN DEATH OR BODILY INJURY, WHERE ANY LIABILITY RESULTS FROM THE JOINT OR CONCURRENT ACT OR OMISSION OF A PARTY, THE OTHER PARTY’S LIABILITY SHALL BE IN PROPORTION TO EACH PARTY’S ALLOCABLE SHARE OF JOINT OR CONCURRENT CONDUCT, EVEN IF ONE OF THE PARTIES IS MORE THAN FIFTY PERCENT AT FAULT.

9.5 NO LIABILITY FOR CLAIMS TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL NEARMAP, ITS CONTENT PROVIDERS, AGENTS, MANDATORIES, OR AFFILIATES BE LIABLE FOR ANY CLAIMS OF ANY KIND ARISING FROM OR CONNECTED WITH THE USE OF THE WEBSITE, THE CONTENT OR THE PRODUCTS, OR THE UNAVAILABILITY OF THE SAME, INCLUDING BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS, OR LOSS OF DATA, AND DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, WHETHER IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), STRICT TORT LIABILITY, STRICT CONTRACTUAL LIABILITY, OR OTHERWISE. THE LICENSEE IS RESPONSIBLE FOR THE ENTIRE COST OF ALL SERVICING, REPAIR, OR CORRECTION REQUIRED DUE TO THE LICENSEE’S USE OF THIS WEBSITE, THE CONTENT OR THE PRODUCTS. THIS LIMITATION APPLIES, WITHOUT LIMITATION, TO ANY CLAIMS CAUSED BY OR RESULTING FROM RELIANCE BY A USER ON ANY INFORMATION OBTAINED FROM NEARMAP. This clause shall not impair the U.S. Government’s right to recover for fraud or crimes arising out of or related to this Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. 3729-3733. Furthermore, this clause shall not impair nor prejudice the U.S. Government’s right to express remedies provided in the GSA Schedule Contract, or the Federal Acquisition Regulations. The foregoing limitation of liability shall not apply to the extent that the negligence of Nearmap resulted in death or bodily injury, where any liability results from the joint or concurrent act or omission of a party, the other party’s liability shall be in proportion to each party’s allocable share of joint or concurrent conduct, even if one of the parties is more than fifty percent at fault.

10.2 Licensee must: (a) promptly notify Nearmap of any such Infringement Claim; (b) not make any admissions in relation to the Infringement Claim without Nearmap’s prior written consent; (c) permit Nearmap to conduct the defense of the Infringement Claim including all negotiations for settlement; and (d) cooperate with Nearmap with any assistance reasonably requested to allow Nearmap to defend the Infringement Claim.

10.3 Nearmap will have no liability for any Infringement Claim: (a) that arises from any of (i) use of the Product in violation of this Agreement; (ii) modification of the Product by anyone other than Nearmap, or a party authorized by Nearmap, in writing to modify the portion of the Product applicable to the Infringement Claim; or (iii) third party products, services, hardware, software, or other materials, or a combination of these with the Products, which would not be infringing without this combination; or (b) if the Licensee fails to comply with section 10.2.
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 Nearmap may include the Survey in the Subscription Specification. Completion of the Survey or the Survey may be subject to circumstances beyond the reasonable control of Nearmap, such as weather conditions, air traffic control, FAA restrictions, or a Force Majeure Event.

16.2 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 completion of the Survey capture, Nearmap will notify the Licensee in writing once the Survey has been uploaded to the Website.

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

16.4 Other Products: This Section 16 will not be applicable to the Licensee if the Licensee has not purchased a Survey.

17. MISCELLANEOUS TERMS

17.1 Reserved

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

17.3 Precedence of Documents: This Agreement is comprised of:

(a) the Additional Terms and Conditions;
(b) the Quote;
(c) any of Specific Terms; and
(d) this products agreement.

The precedence of documents is set forth in FAR 52.212-4(s). Amongst the Nearmap documents alone, the order of precedence is as set forth in (a) through (d).

17.4 Independent Contractors: The parties are independent contractors 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 neither party is an employee or an employee of the other party.

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 for reason of authorship.

17.6 Waiver: Either 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 waiver. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement.

17.7 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.

17.8 Amendments: For revisions that will materially change the terms of the contract, the revised Agreement must be incorporated into the contract using a bilateral modification. A modification contract changes Government rights or obligations; (2) terms that increase Government Prices; (3) terms that decrease the overall level of service; or (4) terms that limit any other Government right addressed elsewhere in this contract.

17.9 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 Licensee, 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 be binding upon the parties and their respective successors and permitted assigns. This Agreement may be transferred or assigned only in accordance with the procedures of FAR Part 42.12.

17.10 Entire Agreement: This Agreement constitutes an addendum to a solicitation or quote, if any, and is accepted as part of the Schedule Price List.

17.11 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 Language: The parties have expressly agreed that this Agreement, and all ancillary agreements, documents, or notices relating to the Agreement, be drafted solely in the English language. Les parties aux présentes ont expressément convenu que cet accord et toute autre convention, document ou avis y afférent soient rédigés en anglais seulement.

17.13 Governing Law: This Agreement is subject to and governed by the Courts Disputes Act of 1978, 41 U.S.C §§ 7101-7109, Federal Tort Claims Act, 28 U.S.C. §1346(b)), and GSAR 52.212-4 Contract Terms and Conditions – Commercial Items (Jan 2017) (Deviations – Feb 2007) (Deviations – Feb 2018). The validity, interpretation and enforcement of this Agreement will be governed by and construed in accordance with the Federal laws of the United States.

18. DEFINITIONS

In this Agreement,

Additional Terms and Conditions means the additional terms and conditions (if any) as attached, referenced, or set forth herein.

Affiliate means with respect to Nearmap, any entity that controls or is controlled by Nearmap, 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 50% of the voting equity of another entity (or other comparable interest for an entity other than a corporation).

Allowance means any usage allowance the Licensee is permitted to use and/or drawn down against for any Licensed Non-Government Products.

API means application programming interface.

Authorized User means the number of persons specified in the “Seats” section of the Quote or relevant ordering documentation, who have been granted access to the Product by the Licensee pursuant to the terms and conditions of this Agreement and the GSA Schedule Contract, 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.

Business Days means any day other than a Saturday, a Sunday or a recognized public holiday in Utah, USA.

Claims 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 (a) for New Subscription Quotes, the date as specified in the “Contract Commencement” section or the “Subscription Start Date” section of the Quote, or the equivalent in the relevant ordering documentation, whichever is later, or (b) for Renewal Quotes or Amendment Quotes, the date as specified in the “Subscription Start Date” section or its equivalent.

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

Confidential Information means the terms of this Agreement, the pricing, and any other information relating to the business, finances, strategy, methods, processes, products, metadata, services or other affairs of Nearmap or its representatives or related bodies corporate which is disclosed to, learnt by or accessed by the Licensee in connection with the Agreement, whether orally, electronically, in writing or otherwise, but excludes information which:

(a) is or becomes part of the public domain otherwise than as a consequence of a breach of the Agreement;
(b) the Licensee has obtained from a source other than Nearmap which source is entitled to disclose it; or
(c) the Licensee has developed or acquired independently before the date of the Agreement, and can provide reasonable proof.

Content means any content made available by or on behalf of Nearmap to the Licensee in connection with the License, whether or not through the Website or an API.

Coverage Area means the area specified in the “Coverage” section of the Quote or relevant ordering documentation, or more generally, the area for which Nearmap has available Products, which may cover part or all of an area covered by a Survey under section 16.

“Customer” means the Ordering Activity itself and shall not apply to, nor bind (1) the individuals, who utilize the Software/Site or Service on Contractor’s behalf or (2) any individual users who happen to be employed by, or otherwise associated with, Ordering Activity.

Derivative Work means any new work created by or for the Licensee that incorporates, embeds, or includes all or part of a Nearmap Product or Content.

Fair Use Policy means the policy as attached as Schedule 1.

Fault means any fault, failure, 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 commercial activity undertaken by the Licensee, the Licensee’s employees, agents, or Mandatories.

Fees means the fees specified in the Quote, payable by the Licensee for the License.

Government Products means any Products specified that are described as “Nearmap Government Product” in the Quote, and includes any other Products offered by Nearmap for government customers only where use of its License is connected to the Fair Use policy.

Intellectual Property Rights includes all and includes all industrial and intellectual property rights throughout the world, including, but not limited to, moral rights, trademarks, patents, rights to protect confidential information, and any other similar rights.

License means the license granted in section 1.1.

Licensee means the person or entity specified in the “Customer Name” section of the Quote or the relevant ordering documentation, Licensee, or “Customer” for purposes of the Agreement, means an “Ordering Activity” (an entity entitled to order under GSA Schedule Contracts as defined in GSA Order OGP 4800.2, as may be revised from time to time). For clarity, “Customer” or “Licensee” shall mean the Ordering Activity itself and associated with Ordering Activity, or, (a) the individual(s) who utilize the Software/Site or Service on Contractor’s behalf or (2) any individual users who happen to be employed by, or otherwise associated with, Ordering Activity. The Contractor will look solely to Ordering Activity to enforce any violation or breach of this Agreement by such individuals, subject to Federal laws.

Nearmap means Nearmap US, Inc. and may also be referred to as “Contractor” in the GSA Schedule Contract.

Non-Government Products means all Products that do not fall under the definition of Government Products.

Operational Hours means 9am to 5pm PT.

Periodic Allowance or Periodic Data Allowance means the data allowance specified as part of the Schedule Price List.

Periodic Allowance Section means section 1.6 (or its equivalent).

Permitted Purpose means the use of Products by the Licensee for internal purposes in the Licensee’s ordinary business, and at all times excludes any:

(a) Commercial Purpose;
(b) Unlawful Purpose;
(c) Integration, or attempt to integrate, the Product in an internal system of the
Licensee or of a third party; and

(d) Redistribution or copying of files, images, or photographs, or making such files, 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).

Privacy Policy means the Nearmap Privacy Policy attached as Schedule 3.

Products means any Nearmap products specified in the Quote (and further described on the Website) and, if applicable, the Survey. For the avoidance of doubt, Products include Content.

Product-Specific Terms means additional terms and conditions that apply to certain Products attached as Schedule 2.

Quote the document produced after the Licensee places an initial order for the Product(s), requests any changes to its’ License, or renews its License. Items referenced on the Quote may be further referenced in the relevant ordering documentation as required under the GSA Schedule Contract.

Schedule means a schedule to this Agreement, where such schedule has been incorporated by reference to form part of this Agreement.

Schedule Contract or GSA Schedule Contract means the contract under which Nearmap may participate as a contractor under the US General Services Administration, or “GSA.”

Subscription Period means the period stated in the relevant ordering documentation or the Quote.

Schedule Price List means the approved pricing for the Products listed as part of the Schedule Contract.

Subscription Start Date means the date specified in the “Subscription Start Date” section of the Quote, or as otherwise listed in the relevant ordering documentation.

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

Survey Specification means the survey specification referred to in the Quote.

Term means the subscription term specified in the Quote or the relevant ordering documentation, commencing on the Commencement Date. Where a Subscription Period is stated, “Term” means the Subscription Period.

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, harassing or intimidating any person or engaging in misleading or deceptive conduct.

Website means all pages and sub-sites available within the nearmap.com domain.
Schedule 1

Nearmap Fair Use Policy

General

1. It is important to Nearmap that all customers are able to access the Products and Services. Accordingly, we have devised a Fair Use Policy that applies to the data usage of the Products and Services.

2. In this Fair Use Policy:
   a. **Excessive Use** has the meaning given to that term in section 7 of this Fair Use Policy;
   b. **Fair Use Policy** means this policy;
   c. **Nearmap, we, us or our** means Nearmap US, Inc.;
   d. **Products** has the meaning given to that term in Your Nearmap Agreement;
   e. **Services** has the meaning given to that term in Your Nearmap Agreement;
   f. **You or Your** means any customer of Nearmap, which shall mean the Ordering Activity (an entity entitled to order under GSA Schedule contracts as defined in GSA Order OGP 2800.2I, as may be revised from time to time) itself and shall not apply to, nor bind (1) the individual(s) who utilize the Software/Service/Site on Contractor’s behalf or (2) any individual users who happen to be employed by, or otherwise associated with, Ordering Activity. The Contractor will look solely to Ordering Activity to enforce any violation or breach of this Agreement by such individuals, subject to Federal law;
   g. **Your Nearmap Agreement** means the agreement pursuant to which Nearmap provides You with various Products and Services; and
   h. **Unreasonable Use** has the meaning given to that term in section 5 of this Fair Use Policy.

3. This Fair Use Policy is in addition to Your Nearmap Agreement and in the event of any inconsistency between the terms of this Fair Use Policy and the terms and conditions of Your Nearmap Agreement, Your Nearmap Agreement prevails.

Unreasonable Use

4. We consider Your use of the Products and Services unreasonable where You use it in a manner which is reasonably considered by Nearmap to be fraudulent use, to be contrary to Your Nearmap Agreement or to adversely affect other Nearmap customers’ use of or access to the Products and Services.

5. Among other things, “fraudulent use” includes resupply of the Products and Services without Nearmap’s consent so that someone else may access or use the Products and Services or take advantage of the Products and Services.

Excessive Use

6. Excessive Use is a continuing and unreasonably disproportionate use of the Products and Services when compared to other average individual named users.

Nearmap’s Rights

7. Where Your use of the Products and Services constitutes Unreasonable Use and/or Excessive Use, Nearmap may contact You to discuss changing Your usage pattern so that it conforms with this Fair Use Policy, or to upgrade to a more suitable Product or Service (if applicable) upon mutual written agreement of the parties.

8. If, after Nearmap has contacted You, Your Unreasonable Use and/or Excessive Use continues, Nearmap may, without further notice to You:
   a. restrict Your access to low resolution imagery for the remainder of the month;
   b. restrict Your access to low resolution imagery for the remainder of the month until Your data allowance is reset at the beginning of the next month (if applicable);
   c. restrict Your access for the remainder of the month;
   d. restrict Your access to Nearmap until Your data allowance is reset at the beginning of the next month (if applicable); and/or
   e. exercise any other right available to Nearmap under the terms of Your Nearmap Agreement.
Schedule 2

Nearmap Product-Specific Terms

General
Any reference to the “Licensee” in these Product-Specific Terms means “Customer,” or, in other words, an Ordering Activity (an entity entitled to order under GSA Schedule contracts as defined in GSA Order OGP 4800.2l, as may be revised from time to time). For clarity, “Customer” shall mean the Ordering Activity itself and shall not apply to, nor bind (1) the individual(s) who utilize the Software/Service/Site on Contractor’s behalf or (2) any individual users who happen to be employed by, or otherwise associated with, Ordering Activity. The Contractor will look solely to Ordering Activity to enforce any violation or breach of this Agreement by such individuals, subject to Federal law.

Product-Specific Terms and Conditions Applicable to 3D Export [V2]
1. No Periodic Data Allowance – Periodic Data Allowance will not apply to the use of the 3D Export Product.
2. Export Allowance –
   (a) The 3D Export Product includes an allocated Export Allowance that may be used by the Licensee to select an area within the Coverage Area to export from the Website into available 3D format.
   (b) Each time the Licensee exports an area into 3D format, the area will count towards reducing the Licensee’s Export Allowance.
   (c) The types of 3D format available for export will be at Nearmap’s sole discretion.
   (d) Unused Export Allowance will not be rolled over to the next Period.
   (e) The Licensee will not be able to export an area into 3D format where its’ Export Allowance remaining at the time of executing an export is less than the area for exporting.
3. Export Restrictions – The Licensee acknowledges that certain export restrictions apply to the 3D Export Product, such as a minimum export area size and a maximum export area size, which are specified in the relevant Nearmap documentation from time to time.
4. Retaining 3D data – Notwithstanding any other sections in the Agreement, the Licensee may store 3D data exported from the Website to be used for the Permitted Purposes, and the Licensee may continue to retain any such exported 3D data until the Agreement expires or is terminated, at which point the sections in the Agreement requiring the Licensee to delete, destroy or return to Nearmap all Products and section 5 of these Product-Specific Terms apply.
5. Top Up Blocks – If the Licensee is about to exceed its Export Allowance, the Licensee may purchase additional Top Up Blocks. The Top Up Blocks purchased will only be added to the Licensee’s usage account once payment has been made within the payment term specified on the invoice.
6. Additional Audit Requirements – In addition to the audit requirements in the agreement, upon expiry or termination of the Agreement, the Licensee shall, within seven (7) days from the expiry or termination of the Agreement, provide Nearmap certification declaring that it has deleted and destroyed all 3D Export Products provided under this Agreement.
7. Third Party Access – The Licensee is permitted to make the exported 3D data available to third party contractors that are providing visualization services, including but limited to animation, presentation and static imagery creation (“Visualization Work”) to the Licensee strictly to the extent necessary for the third party to provide Visualization Work to the Licensee only. At all times, the Licensee remains responsible and liable for all acts and omissions of any such third parties in connection with the use of the exported 3D data.
8. Renewal
   (a) Where the Agreement is further renewed, the Licensee may continue to use the 3D Export Products, which were exported by the Licensee under the initial Agreement, for the Permitted Purpose for any Renewal Term (defined below).
   (b) If a Top Up Block has been purchased during the Term in addition to the existing 3D Export Product, the Top Up Block will not be included in any auto-renewal of the Agreement.
9. Definition: For the purposes of these 3D Export Product-Specific Terms,
   (a) Derivative Works, specifically in relation to the Licensee’s use of the 3D Export Product, means any new work created by or for the Licensee that incorporates the 3D data where the 3D data cannot be separated and used on its own. For the avoidance of doubt, when the file format or file type of a Product has been amended, it remains a Product, and is not considered a Derivative Work.
   (b) Export Allowance means the area allowance specified in the “Allowance” or “Annualized Estimated Usage” column of the Quote, unless otherwise agreed in writing between Nearmap and the Licensee.
   (c) Top Up Block means any additional data blocks as specified on the Quote for the purchase of additional allowance at the then current price.
Product-Specific Terms and Conditions Applicable to 3D Viewer [V2]

1. No Periodic Data Allowance – Periodic Data Allowance will not apply to the use of the 3D Viewer Product.

2. Additional Uses – The Licensee is permitted to capture static images or video snapshots of 3D Viewer Product using any available print screen or video capture function and use the static images or video snapshots for purposes of creating Derivative Works. Derivative Works specifically in relation to the Licensee’s use of the 3D Viewer Product means any new work created by or for the Licensee that incorporates or embeds static images or video snapshots of the 3D data.

Product-Specific Terms and Conditions Applicable to ArcGIS Integration

1. The Licensee’s usage of the ArcGIS Integration will be counted towards the Licensee’s total Periodic Data Allowance. Please ensure that you have sufficient Periodic Data Allowance to meet your requirements with ArcGIS Integration to avoid restrictions being placed with your subscription.

Product-Specific Terms and Conditions Applicable to Area Based Bundles

These terms and conditions are applicable if you have purchased an Area Based Bundle, which include the following Products:
- Nearmap Vertical;
- Nearmap Oblique (which includes Vertical, Panorama and Oblique imagery);
- Nearmap Pro (which includes Vertical imagery and 3D Viewer); and
- Nearmap Oblique Pro (which includes Vertical, Panorama and Oblique imagery and 3D Viewer).

1. Definitions –
   (a) “2D Content” means, to the extent provided in the Quote, either Vertical, Panorama and/or Oblique imagery accessed within the AOI;
   (b) “3D Content” means, to the extent provided in the Quote, in particular 3D Viewer (as part of the Area Based Bundles or 3D Export accessed within the AOI;
   (c) “AOI” means the Area of Interest as attached to the Quote;
   (d) “Annual Allowance” means in relation to Area Based Bundles, the square mileage area allowance of 2D Content and/or 3D Content specified in the Quote for the Term; and
   (e) “Content” means 2D Content and/or 3D Content;
   (f) “Top Up Blocks” means in relation to Area Based Bundles, additional area allowance as measured by additional square mileage area requested to be used by the Licensee during the Term; and

2. No Periodic Data Allowance – Periodic Data Allowance will not apply to the use of the Area Based Bundles.

3. Annual Allowance –
   (a) The Licensee is permitted to use up to the Annual Allowance of the Products specified on the Quote in accordance with section 1.1 of the Agreement for its internal purposes for the Term. For the avoidance of doubt, this Agreement does not grant the Licensee the right to use any Nearmap Products not provided on the Quote.
   (b) Area Based Bundles: In relation to Area Based Bundles, the following conditions apply to the Licensee’s Annual Allowance:
      (i) in counting the number of square miles of Content accessed by the Licensee during the Term (including by its Authorized Users), Nearmap will not double count where the Licensee accesses a particular square mile of 2D Content more than once;
      (ii) if the number of square miles of Content accessed by the Licensee during any Term is less than the Annual Allowance, the balance will not be rolled over to a following Term; and
      (iii) Nearmap will provide notice to the Licensee if it becomes aware the Licensee has exceeded the Annual Allowance for the Term.

4. Top Up Blocks – The Licensee may purchase additional Top Up Blocks at any time. The Top Up Blocks purchased will only be added to the Licensee’s account once payment has been made within the payment term specified on the invoice.

5. Exceeding Allowances – If the Licensee exceeds or is about to exceed its Annual Allowance:
   (a) Nearmap may, in its absolute discretion, elect to restrict the Licensee’s access to the Products until the Annual Allowance is reset; and
   (b) Area Based Bundles: In relation to Area Based Bundles, Nearmap and the Licensee will negotiate the purchase by the Licensee of additional square mileage area allowance for the Content, on terms mutually agreeable to Nearmap and the Licensee; and

6. Fair Use – The Licensee acknowledges and agrees that its use of the Products must be reasonable, comply with the terms of the Agreement, and must not adversely affect other Nearmap customers’ use of or access to the Products. In particular, the Licensee agrees that it must not:
   (a) permit any person, other than Authorized Users, to access or use the Products; or
   (b) use the Product in a manner (including with regard to the volume of data usage) that is disproportionate when compared to other Nearmap customers, as determined by Nearmap acting reasonably.

7. Exceeding Fair Use – Where the Licensee’s use of the Products contravenes section 6 of these Area Based-Specific Terms, Nearmap may request the Licensee to change its behavior and usage pattern so that it conforms with section 6, or to upgrade to a more suitable Product (if applicable). Where the Licensee’s use of the Products continues to contravene section 6 in the month after Nearmap provides the request to the Licensee, Nearmap may, without further notice:
(a) restrict the Licensee's access to low resolution imagery for the remainder of the Term;
(b) restrict the Licensee's access in another manner determined by Nearmap in its discretion for the remainder of the Term; or
(d) exercise any other right available to Nearmap under the terms of the Agreement.

Product-Specific Terms and Conditions Applicable to Nearmap Now

1. The Licensee agrees that it will only access and use the Nearmap Oblique for ArcGIS product through the “Oblique Viewer for Nearmap” Web AppBuilder for ArcGIS widget, using only methods authorized and documented by Nearmap at https://docs.nearmap.com/display/ND/Nearmap+Oblique+for+ArcGIS (which may be updated by Nearmap from time to time in its absolute discretion).
2. The Licensee’s usage of the Nearmap Oblique for ArcGIS will be counted towards the Licensee's total Periodic Data Allowance.

Product-Specific Terms and Conditions Applicable to Offline DEM, Offline DSM, Offline Texture Mesh, Offline Point Cloud and/or Offline True Ortho [V3]

1. AOI – Nearmap will provide the Licensee the Offline Products for the area of interests (“AOI”) as attached to this Quote.
2. Delivery – The Offline Products will be delivered to the Licensee (in whole or in part) on a date or dates, or within a time frame that is mutually agreed between Nearmap and the Licensee. Subject to the terms of the Schedule contract and/or applicable task/purchase order or other relevant ordering documents, the Offline Products will be delivered to the Licensee via a delivery method as determined by Nearmap in its sole discretion having regard to the size of the AOI (“Delivery Method”), which includes but is not limited to secure cloud download link, HDD, FTP (when and as made available by Nearmap) or through a Nearmap portal (when and as made available by Nearmap).
3. Cancellation of Offline Products – If the Licensee is not in breach of the Agreement, and Nearmap has not completed the delivery of the Offline Products in accordance with clause 2 of this Product-Specific Terms, the Licensee may cancel its purchase of the undelivered Offline Products via written notice, effective immediately. Where the Quote only sets out the Licensee’s purchase of the undelivered Offline Products, the cancellation of the undelivered Offline Products will automatically terminate the Agreement.
4. Commencement - The term of the Agreement commences on the day the Licensee first receives the Offline Products (whether in whole or in part) from Nearmap (“Commencement Date”). Nearmap will invoice the Licensee on the Commencement Date and on the Anniversary Date for the Offline Products.
5. Updated Products – Throughout the Term (and any Renewal Term, as defined below), Nearmap will use commercially reasonable endeavors to inform the Licensee if any update of the Offline Products is available. Nearmap and the Licensee will mutually agree on the timing for delivery and the Delivery Method for providing the updated Offline Product to the Licensee. The Licensee may continue accessing the previous Offline Products or may choose to access the updated Offline Products via the selected Delivery Method.
6. No Website Access – The Licensee will not be provided access to the Offline Products via the Website.
7. Non-Applicable Terms – All terms in the Agreement relating to Seats, the Website, Periodic Data Allowance, Third Party Providers, Nearmap Property and Nearmap Now do not apply to the Offline Products.
8. Additional Audit Requirements – In addition to the audit requirements in the agreement, upon expiry or termination of the Agreement, (a) the Licensee shall permit Nearmap (or its auditors) access, subject to the Ordering Activity’s security requirements, to the business location(s), books and records, employees and/or contractors pertaining to the Licensee’s use of the Offline Products to confirm that the Licensee has deleted and destroyed all Offline Products provided under this Agreement (except the Offline Products incorporated in Derivative Works, as permitted under the Agreement), or (b) the Licensee shall, within seven (7) days from the expiry or termination of the Agreement, provide Nearmap certification declaring that it has deleted and destroyed all Offline Products provided under this Agreement.
9. No Machine Learning – For the avoidance of doubt, the Licensee is not permitted to perform machine learning or any activity that could be considered to be machine learning on the Offline Product without Nearmap's prior written consent.

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10. Renewal – Notwithstanding the terms in the agreement and subject to the terms in the Schedule contract and applicable task/purchase order, this Agreement may be renewed by mutual agreement between Nearmap and the Licensee, by written notice at least thirty (30) days prior to the expiry of the Term, for a period agreed between the parties (“Renewal Term”).

11. Renewed Agreement – If the Agreement is further renewed, the Licensee may continue to use the Offline Products, which was delivered to the Licensee under the initial Agreement with the same AOI, for the Permitted Purpose for the Renewal Term.

12. Definitions – For the purposes of this Product-Specific Terms:
   (a) Anniversary Date means the date which is twelve months from the Commencement Date, and twelve months from any subsequent start date of a Renewal Term;
   (b) FTP means file transfer protocol;
   (c) HDD means hard disk drive; and
   (d) Offline Products means Offline DEM, Offline DSM, Offline Textured Mesh, Offline Point Cloud, and/or Offline True Ortho as specified on the Quote. For any avoidance of doubt, any references to “Products” in the Agreement also refers to the Offline Products.

Product-Specific Terms and Conditions Applicable to Offline Copy Add-On for Government

1. 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 or relevant ordering documentation.
2. 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.
3. 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.
4. Licensee may only use the Offline Copy Add-on for Government for Permitted Purposes.
5. 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.
6. 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.
7. 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.

Product-Specific Terms and Conditions Applicable to Public Display License for Government [V2]

1. 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 1:564 Map Scale; and
   (j) it is the Licensee’s responsibility to implement the zoom restriction set out in these terms.
2. The Licensee must use commercially reasonable efforts to prevent unauthorized use of, access to, or exporting of any Static Imagery through the Licensee’s Website by any of its users.

Product-Specific Terms and Conditions Applicable to Nearmap for Government Products

1. Section 1.3 of the agreement does not apply to this License, and any auto-renewal of the Agreement will be by mutual agreement between the parties.
2. Section 1.6 of the agreement does not apply to this License.
3. Definitions of “Periodic Data Allowance” and “Excess Data Rate” in the agreement do not apply to this License.

4. 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 or townships;
   (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.

5. 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.

6. 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.

7. 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; or
   (c) review, analyze and process the Products through use of machine learning tools, this includes creation of any new products by the Licensee.

8. 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, or the other relevant ordering documentation, by the Licensee for the period of one (1) year from the Commencement Date.
Nearmap Privacy Policy

This Privacy Policy explains how information about you is collected, used and disclosed by Nearmap US, Inc. ("Nearmap", "we", "us" or "our"). This Privacy Policy applies to information we collect when you use our website and other online products and services, or when you otherwise interact with us.

1. CHANGES TO THIS PRIVACY POLICY

This policy was last updated on 1 February 2016. We might change this Privacy Policy from time to time. For significant changes in our personal information practices, we will post a notice on our website homepage and make a new copy of the updated Privacy Policy available here. We encourage you to review the Privacy Policy whenever you access our website or otherwise interact with us to stay informed about our information practices and the ways you can help protect your privacy.

If you disagree with any changes to this Privacy Policy, you will need to stop using the Nearmap website and our other products and services.

2. INFORMATION WE COLLECT

2.1 Information You Provide to Us

We collect information you provide directly to us. For example, we collect information when you create an account, send us an email to enquire about our website or license terms, participate in any interactive features of our website or other services, fill out a form, make a purchase, apply for a job, communicate with us via third party social media sites, request customer support or otherwise provide us with information about yourself. The types of information we may collect includes personal information, which is information or an opinion about you, from which you are, or may reasonably be, identified. This information may include (but is not limited to) your name, date of birth, phone number, email address, address, payment card information (such as your payment card number, expiration date, authorization number or security code), employment history and any other information you choose to provide.

Due to the nature of the services provided by us, we do not collect sensitive information (such as information about your religion, trade union membership, political opinion, health, sexual preference or criminal record) or credit information (information about loans that may have been provided to you) about you.

If you provide information (including personal information) to us about someone else, you must ensure that you are entitled to disclose that information to us and that, without us taking any further steps required by privacy laws, we may collect, use and disclose such information for the purposes described in this Privacy Policy. For example, you should take reasonable steps to ensure the individual concerned is aware of the various matters detailed in this Privacy Policy. The individual must also provide the consents set out in this Privacy Policy in respect of how we will deal with their information.

2.2 Information We Collect Automatically When You Use Our Website or Services

Our server automatically collects information about your use of the website ("Navigational Data"). Navigational Data includes (a) the type of browser you are using, (b) your domain type and server, (c) your IP address, (d) the URL you have come from, (e) the pages of our website that you have visited, date/time stamp and the time spent on those pages, (f) the approximate location of where you accessed our services (if you have opted in to this function), (g) cookies, and (h) other statistics. This kind of information is collected by many sites. We perform statistical and other analysis on the Navigational Data to (i) analyze and measure user behavior and trends, (ii) to understand how people use our services, and (iii) to monitor, troubleshoot and improve our services, including to help us evaluate or devise new features. We may also use Navigational Data for internal purposes designed to keep our services secure and operational, such as troubleshooting and testing purposes, and for service improvement, marketing, research and development purposes and to monitor your use of our website and your compliance with our license terms. In addition, we may use third party services to help Nearmap collect, monitor and analyze the Navigational Data. Occasionally, we may connect personal information to Navigational Data to improve our services for individual customers, where necessary. If we do this, we will treat the combined information in accordance with this Privacy Policy.

When you use our website, cookies will be placed on your computer to keep track of your use of our website. For example, cookies allow us to remember which Nearmap image you were viewing when you last visited our website. Cookies do not capture or track any personal information. You may elect to set your computer so that cookies are not placed on your computer. However, if you do not provide the information requested by us, we may not be able to provide you with our services.

2.3 Information We Collect from Other Sources

We may also collect personal information about you from third parties that you have authorized to provide us with such information and combine it with information we collect through our website and other services. For example, we may be provided with your information by LinkedIn or other similar service providers. From time to time we may also purchase lists containing information (including personal information) about individuals from organizations.
offering such lists for marketing purposes.

3. HOW WE USE INFORMATION WE COLLECT
We use the information we collect about you (including personal information to the extent applicable) for various purposes, including to:

- provide, maintain and improve our website and services;
- provide you with the products and services you have requested;
- verify your identity;
- send you technical notices, updates, security alerts and support and administrative messages;
- assess, process and manage your application to work with us;
- respond to comments, questions, complaints, requests and provide customer service;
- obtain analytic data;
- communicate with you about products, services, offers, promotions, rewards, and events offered by Nearmap and others, and provide news and information we think will be of interest to you;
- carry out any reasonably related secondary purposes; or
- carry out any other purpose for which the information was collected.

4. INFORMATION SHARING AND DISCLOSURE
In the circumstances described below, information may be disclosed outside of our organization.

4.1 Third party contractors
Information collected by us (including personal information) may be disclosed to third parties to whom we contract out specialized functions (such as our website hosts). If we do disclose personal information to third party contractors under outsourcing or contracting arrangements, we take steps to ensure that those contractors are authorized only to use personal information in order to provide the services or to perform the functions required by us.

4.2 Disclosures required by law
For legal reasons, other disclosures may need to be made to law enforcement agencies, government agencies, courts or external advisors or in accordance with other laws.

4.3 Other disclosures
We do not sell, rent or trade personal information to or with third parties for their own uses. By providing us with your information (including personal information), you consent to us disclosing your information to the entities set out in clause 4.1 or 4.2 without obtaining your consent on a case-by-case basis.

We may from time to time transfer information to countries whose privacy laws do not provide the same level of protection as your own. For example, we may transfer your information (including personal information) to the Asia-Pacific, European Union, or Australia. We may also use cloud storage and IT servers that are located offshore. By accessing or using our website or services or providing us with your information, you consent to the processing and transfer of information in and to the United States and other countries.

5. THIRD-PARTY WEBSITES
Sometimes our website contains links to other websites, for your convenience and information. When you access a website other than us.nearmap.com, please understand that we are not responsible for the privacy practices of that site. We recommend that you review the privacy policies of each site you visit.

6. ADVERTISING AND ANALYTICS SERVICES PROVIDED BY OTHERS
We may allow others to provide advertising and analytics services. These entities may use cookies, web beacons and other technologies to collect information about your use of our website, products and services, including your IP address, web browser, pages viewed, time spent on pages, links clicked and conversion information. This information may be used by Nearmap to, among other things, analyze and track data, determine the popularity of certain content, deliver advertising and content targeted to your interests and better understand your online activity.

7. DIRECT MARKETING
From time to time we may use your information (including personal information) to provide you with current information about our products and services, special offers you may find of interest, changes to our organization, or new products or services being offered by us or any company we are associated with. By providing us with information, you consent to us using your information to contact you on an ongoing basis for this purpose, including by mail, email, SMS, social media and telephone.

If you do not wish to receive marketing information, you may at any time decline to receive such information by contacting our Privacy Contacts using the contact details below. We will not charge you for giving effect to your request and will take all reasonable steps to meet your request at the earliest possible opportunity.
8. UPDATING YOUR INFORMATION
It is important to our relationship that the information we hold about you is accurate and up to date. If at any time you are of the view that information about you is not accurate, complete or up to date, please write to us with your request for correction. Our policy is to consider any requests for correction in a timely manner. You may also update or correct your online account information at any time by logging into your account and navigating to the "Accounts" page if this function is enabled as part of your subscription. You can also contact us if you wish to deactivate your online account, but note that we may retain certain information as required by law or for legitimate business purposes. We may also retain cached or archived copies of information about you for a certain period of time.

9. ACCESSING YOUR INFORMATION
If you wish to access the information that we hold about you, we ask that you write to us and we will explain how we handle your access request. We may charge you for the cost of providing access to these records.

There may be situations where we are not required to provide you with access to your information. For example, such a situation would be information relating to an existing or anticipated legal proceeding with you, or if your request is vexatious.

An explanation will be provided to you if we deny you access to your information we hold.

10. SECURITY
We take reasonable measures to help protect information held by us from loss, theft, misuse and unauthorized access, destruction, modification or disclosure. Our systems are password protected and comply with our security standards, and if personal information is held on paper files, it is stored in premises that are locked when unattended.

11. FURTHER INFORMATION AND COMPLAINTS
You may request further information about the way we manage your information or lodge a complaint by contacting us using the contact details below.

We will deal with any complaint by investigating the complaint, and providing a response to the complainant within a reasonable time, provided that we have all necessary information and have completed any investigation required. In cases where further information, assessment or investigation is required, we will seek to agree alternative time frames with you.

12. YOUR RIGHTS UNDER THE CALIFORNIA CONSUMER PRIVACY ACT ("CCPA")
The CCPA provides for certain disclosures about your rights and the personal information we collect, disclose for a business purposes, and sell. To view this information or exercise your rights under the CCPA, please see our Additional California Privacy Disclosures below.

13. CONTACTING US
You can contact us by:
   1. sending an e-mail to us at privacy_officer@nearmap.com; or
   2. writing to us at:

   Nearmap US, Inc.
   10897 South River Front Parkway, Suite 150
   South Jordan UT 84095
   USA
ADDITIONAL CALIFORNIA PRIVACY DISCLOSURES

Effective as of January 1, 2020

If you are a California resident, the processing of certain personal data about you may be subject to the California Consumer Privacy Act (“CCPA”) and other applicable California state privacy laws. Beginning January 1, 2020, the CCPA gives you certain rights with respect to the processing of your personal data (known as “personal information” under the CCPA). This supplement provides privacy disclosures and informs you of your additional rights as a California resident, and should be read in conjunction with our Privacy Policy.

I. Requests to Exercise your Rights

A. Your Right to Know
Under the CCPA, you have the right to request information about your personal information that we have collected, disclosed for a business purpose, or sold during the prior twelve (12) months. More specifically, you may ask that we provide you with the following:

1. categories of personal information we have collected about you;
2. categories of sources from which we collect personal information;
3. our business or commercial purpose for collecting or selling personal information;
4. categories of third parties with which we share personal information;
5. the specific pieces of personal information we have collected about you;
6. categories of personal information disclosed about you for a business purpose;
7. categories of personal information that we sold about you; and
8. categories of third parties to whom the personal information was sold, by category or categories of personal information for each category of third parties to whom the personal information was sold.

To make a verifiable request for information about the personal information we have collected, disclosed for a business purpose, or have sold about you, please email us at privacy.officer@nearmap.com or call us at +1 (888) 914-9661 (PIN: 351216).

B. Your Right to Deletion
You also have a right to request that we delete personal information, subject to certain exceptions. You may exercise your right to delete by submitting the Webform. Once you have submitted your request, you will receive an automated acknowledgment of your request. If you do not receive confirmation of your request, please resubmit your form or contact us. After verifying your identity, we will process your request. Deletion requests may take up to 45 days to process.

C. Right to Opt-Out of the Sale of Your Personal Information
We may sell your personal information to third parties, as defined broadly under the CCPA and further described within this policy. You have the right, at any time, to direct us not to sell your personal information by contacting us.

II. Collection, Disclosure, and Selling of Personal Information

A. Categories of Personal Information We Collect
We have collected the following categories of personal information during the previous twelve (12) months:

1. identifiers and contact information;
2. commercial information;
3. Internet network activity information;
4. geolocation data;
5. audio information;
6. professional or employment-related information; and
7. inferences resulting from information referenced under categories 1-6.

The personal information we collect is described further in Section 2 of our Privacy Policy, which you should review in addition to the above list.

B. Categories of Sources from Which We Collect
We collect personal information from the following categories of sources during the previous twelve (12) months:

1. Nearmap users and customers;
2. service providers;
3. advertising and marketing entities;
4. third-party social media websites, applications, or services;
5. other users;
6. Nearmap partners; and
7. related companies, including our parent corporation, Nearmap Ltd and its subsidiaries and/or affiliates (hereinafter “Related Companies”).

Additional information about these categories is provided in Sections 2 and 6 of our Privacy Policy.
C. The Business or Commercial Purpose for Which We Collect or Sell Personal Information

Nearmap has collected and sold personal information for the following business and commercial purposes during the previous twelve (12) months:

1. auditing;
2. security;
3. debugging to identify, prevent, and repair errors;
4. short-term transient use;
5. performing and obtaining services;
6. undertaking internal research for technological development;
7. improving and maintaining quality of service; and
8. commercial purposes such as marketing, advertising, and analytics.

Additional information can be found in Sections 2 and 3, 6, and 7 of our Privacy Policy.

D. Categories of Third Parties with Which We Share Personal Information

Over the past twelve (12) months, Nearmap has shared personal information with the below categories of third parties:

1. service providers relating to website hosts, data storage, project management, customer relations, subscription management, communications management, document management, data analytics, payment and accounting processes, customer verifications, privacy and security, and marketing;
2. advertising and marketing companies;
3. data analytics companies;
4. Nearmap partners; and
5. Related Companies.

Additional information about these categories is provided in Section 4 of our Privacy Policy.

E. Disclosures of Personal Information for a Business Purpose

In the preceding twelve (12) months, Nearmap has disclosed certain data from the following categories of personal information for one or more business purposes:

1. identifiers and contact information;
2. commercial information;
3. Internet or other activity information;
4. geolocation data;
5. audio information;
6. professional or employment-related information; and
7. inferences resulting from information referenced under categories 1-6.

F. Categories of Personal Information Sold

The CCPA requires that we provide transparency about personal information we sell, which for the purposes of the CCPA means scenarios in which Nearmap has shared personal information with third parties in exchange for money or valuable consideration. Under the CCPA’s broad definition of "sale", Nearmap has sold the following categories of personal information during the previous twelve (12) months:

1. identifiers and contact information;
2. commercial information;
3. Internet or other activity information;
4. geolocation data;
5. audio information;
6. professional or employment-related information; and
7. inferences resulting from information referenced under categories 1-6.

III. Other CCPA Rights

A. Minor’s Privacy

We do not knowingly collect, maintain, or use personal information from minors under 16 years of age, and no part of Nearmap’s website is directed to minors under the age of 16. If you learn that your child has provided us with personal information without your consent, you may alert us at privacy.officer@nearmap.com or +1 (888) 914-9661 (PIN: 351216). If we learn that we have collected any personal information from minors under 16, we will promptly take steps to delete such information and terminate the minor’s account.

B. Nondiscrimination

If you exercise any of your rights under the CCPA, you have the additional right not to be discriminated against, including by our (a) denying you goods or services, (b) charging you different prices or rates, including through the use of discounts or imposing penalties, (c) providing you a different level or quality of goods or services, or (d) suggesting that you will receive a different price or rate for goods or services or a different level or quality of goods or services. We may, however, offer you a different price, rate, level, or quality of goods or services if the differential treatment is reasonably related to value provided to us by your data.