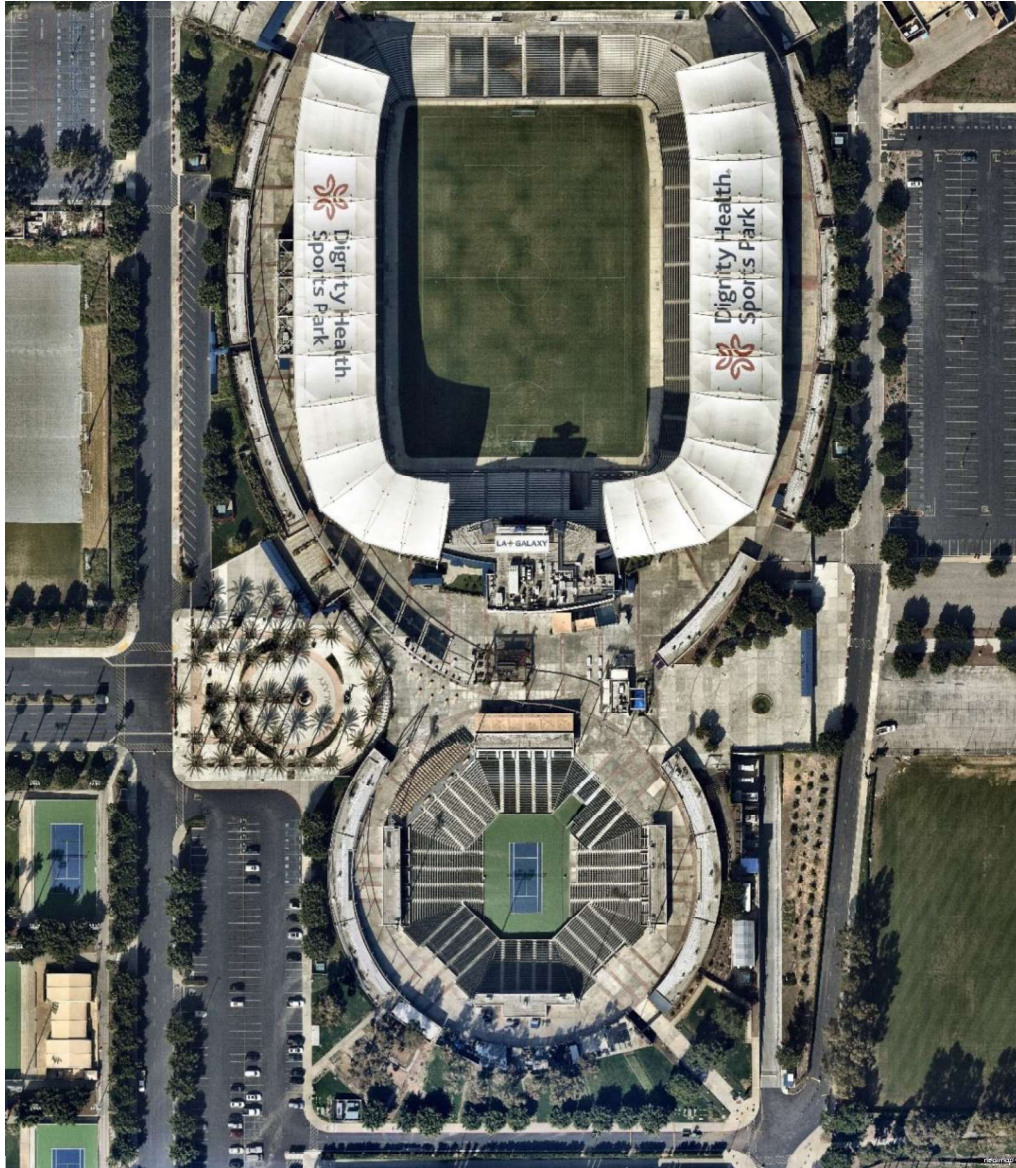


REQUEST FOR PROPOSALS (RFP#21-010)

PURCHASE OR SUBSCRIPTION OF AERIAL AND OBLIQUE IMAGERY SERVICES

City of Carson, California

Due date: March 29, 2021



Proposal Submitted by Nearmap US, Inc.

10897 S River Front Parkway, Suite 150

South Jordan, UT 84095

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INTRODUCTION

Nearmap is pleased to submit this proposal to the City of Carson (the "City") in relation to the Request for Proposals for Purchase or Subscription of Aerial and Oblique Imagery Services (RFP# 21-010) ("RFP"). By submitting this proposal, Nearmap is expressing interest to deliver to the City a subscription of aerial imagery starting in Spring of 2021.

Nearmap is a leading provider of cloud-based geospatial information services with offices in the United States and Australia and ranked one of the ten largest aerial survey companies in the world for annual data collection volumes. Nearmap is part of a group of entities where its parent company, Nearmap Ltd, is a publicly traded company listed on the Australia Stock Exchange ("ASX") where it is listed as one of the 200 largest ASX listed stocks in Australia. The Nearmap group recently announced to the market its FY20 results where it recorded AUD\$106.4 million in revenue, with North America now comprising more than one third of the total portfolio, and global customer numbers of over 10,000 with a vast number of these customers being government bodies and agencies. The Nearmap group is currently valued at a market cap of approximately AUD\$1.04 billion (as at March 26, 2021).

Started in 2007 by a group of leading remote sensing technologists in Australia, Nearmap expanded into the US market in October 2014 and launched its nationwide urban capture program. Since this time, Nearmap has developed scalable and optimized high-resolution (up to 3-inch GSD) aerial imagery collection and processing capabilities resulting in surveys of over 457 US urban areas, (approx. 71% of the population) and multiple times a year. In 2017, ESRI named Nearmap "Best New Content Provider" at their annual international user conference and has recently been admitted as an ESRI Gold Partner.

Unlike other providers, Nearmap builds its own camera systems that allow for capture elevations over 10,000 feet in Class E airspace minimizing delays and is above most Air Traffic Control restriction zones. Upon completion of a vertical imagery survey capture, the image cartridges are shipped to our office in Virginia for processing and within a week's time is hosted within Nearmap's MapBrowser website for customers to view (unlike any other aerial imagery provider in the marketplace). For vertical imagery, Nearmap can provide seamless integration access to content through the Open Geospatial Consortium ("OGC") compliant WMS, WMTS and Tile API. Nearmap's consistent 3-inch or better resolution content and cloud-based model allows our customers to streamline workflows and increase

efficacy of GIS, CAD, and custom applications. Nearmap's creation of its cloud-based delivery system has eliminated the need for customers to increase the memory storage on their computers resulting in additional IT savings. It also helps to optimize data delivery and data management logistics resulting in significant efficiency in data dissemination across the entire organization.

Nearmap's HyperCamera1 ("HC1") and HyperCamera2 ("HC2") sensor systems, which are both approved by the Federal Aviation Administration, allow for accelerated capture plans and provide an archived library with multi-directional oblique views as well as high-resolution 3D models. This breakthrough technology will further solidify Nearmap's foothold in the market as a leader in high-resolution aerial imagery. Nearmap does not specialize in custom capture aerial imagery which enables Nearmap to fly areas independently of a customer's funding. Nearmap's resolution, frequency and clarity brings a unique trifecta to the industry. Nearmap is driving innovation in the ever-changing imagery market by launching Nearmap 3D products which are not available at scale from any other provider in the industry. Nearmap 3D enables our customers to view on demand 3D content and export 3D in various formats directly from MapBrowser for consumption within 3D applications. Further details of Nearmap's current coverage can be found at <https://go.nearmap.com/coverage>.

Nearmap has engaged more than 325 US government customers, ranging from small counties to state-wide agencies, and this continues to grow each month as Nearmap meets the business requirements within this sector. Nearmap's dedicated strategic accounts team has the experience and background to help support government customers. It is through this team that Nearmap has listened and adapted its offering for use within the government environment.

1. Company Certification and Personnel Verification

Authority to Contract

Attached as Exhibit A is a certification authorizing Nearmap to contract with the City and verifying Nearmap's good standing with the California Secretary of State.

Key Personnel

Nearmap has experienced personnel who will be able to deliver the services to MPO, namely the Project Management Team consists of:

- Dedicated Project Account Executive, Jeremy Hanks, who manages government customers, focusing primarily on state and local government;
- Government Sales Manager, Josh Budinger, who has 5 years of experience within the GIS industry. Brett manages government customers, focusing primarily on state and local government;
- Survey Operations Director, Sean Kelly, who manages the daily operations of Nearmap's aerial imagery program in North America and Canada and ensures our geospatial data is captured on schedule, within the constraints of civil aviation regulations, weather, subcontracted flight services, and equipment availability;
- Sr. Technical Director, International Partnerships & Expansion, Sanchit Agarwal, who provides technical, strategic and operations oversight to Technology, International Partnerships & Expansion. Sanchit holds certifications for ASPRS Certified Photogrammetrist, ASPRS Certified Mapping Scientist LiDAR, ASPRS Certified Mapping Scientist GIS/LIS, and Geographic Information Systems Professional (GISP); and
- Survey Operations Division that is experienced in handling survey capture and aerial imagery, including a Senior Director of Global Survey Operations.

Nearmap has all appropriate remote support staff who can handle queries in a timely manner.

Please find detailed resumes for all the above-referenced Key Personnel attached as Exhibit B.

Subcontractors

Nearmap engages several aerial operators to conduct surveys on Nearmap's behalf under individual aerial survey agreements.

Project Leadership

Nearmap understands the importance of co-ordination and communication required to successfully deliver a mapping program. Here are the key elements of communication strategy to ensure smooth flow of information:

- Single POC: Nearmap's Account Executive is the single point of contact for MPO. Nearmap will request that MPO do the same so that the communications are clear and unambiguous.
- Response Times: Nearmap will ensure a maximum of 48 hours turn-around on all communications with MPO. This applies to all email and telephone conversations.

Organization Structure

Nearmap US, Inc. is a subsidiary of Nearmap Ltd (ASX: NEA), an Australian company listed on the ASX.

Nearmap currently operates in four countries:

- Australia
- United States
- New Zealand
- Canada

The members of our leadership team are:

BOARD OF DIRECTORS

- Mr. Peter James (Non-executive Chairman)
- Dr. Rob Newman (Managing Director)
- Ms. Sue Klose (Non-executive Director)
- Ms. Tracey Horton AO (Non-executive Director)
- Mr. Ross Norgard (Non-executive Director)
- Mr. Cliff Rosenberg (Non-executive Director)

The Board of Directors can be contacted via Nearmap's Sydney Office:

Address: Level 4, Tower One, 100 Barangaroo Avenue
Barangaroo, NSW 2000
Australia
Phone: +61 2 8076-0739
Email: legal@nearmap.com

COMPANY SECRETARY

- Ms. Shannon Coates

EXECUTIVE MANAGEMENT

- Dr. Rob Newman (Chief Executive Officer)
- Mr. Andy Watt (Chief Financial Officer)
- Mr. Harvey Sanchez (Chief Marketing Officer)
- Mr. Jeff Adams (Chief Revenue Officer)
- Dr. Tom Celinski (Chief Technology Officer)
- Ms. Simone Shugg (Chief People Officer)

Details and background of each member of our leadership team can be found at <https://www.nearmap.com/us/en/investors/leadership>

Number of Employees

As at March 24, 2021, Nearmap has approximately 316 employees globally.

2. Subcontractor List

Nearmap will not be utilizing subcontractors to deliver the Products to the City.

3. Cost Proposal

As with any of our pricing options, Nearmap is open to discussion and clarification on these rates.

Proposed Product Subscription	Line Item Costs	Your promo price
Vertical (Orthogonal), Oblique Imagery including Panorama Imagery (sub-2.8" resolution); includes Existing Nearmap coverage for Vertical (Orthogonal) and Oblique Imagery	Included with licensing below	Included with licensing below
Tier 2 Enterprise Site Licenses for Orthogonal Imagery unlimited access for staff to Web Based Product - MapBrowser Includes access to historical Vertical Imagery	\$10,000.00 per year	\$7,950.00 per year
Enterprise Site Licenses for Oblique Imagery access for staff to Web Based Product / Application – MapBrowser Includes access to any historical Oblique Imagery	\$2,000.00 per year	\$1,000.00 per year
Software Maintenance and System Support Services	Included at no additional cost	Included at no additional cost
Training	Included at no additional cost	Included at no additional cost
Optional: On-premise copy Orthogonal Imagery One hard copy of Ortho Imagery exported at your specs	\$2,000.00	\$1,250.00
Optional: Public Display Rights to publicly display imagery	\$2,000.00	\$1,250.00

Additional Services / Add-ons	Total Proposed Amount
3D Viewer (optional) *Data available for Oblique imagery AOI	\$2000.00 per year
AI Viewer (optional) *required with AI parcel purchase	\$1000.00 per year
Nearmap AI Packs (i.e. datasets) *Attributes available: building outlines, tree canopy, impervious surfaces, construction sites, solar panels, vegetation types, etc.	*Price based on attributes & number of parcels (Range from \$0.07 to \$0.20 per parcel)
Nearmap 3D OFFLINE DEM EXPORT *Bare Earth Elevations in a raster format	\$190.00/Sq Mile
Nearmap 3D OFFLINE DSM EXPORT *Digital Surface data in standard format	\$95.00/Sq Mile
Nearmap 3D OFFLINE TEXTURED MESH EXPORT *3D pyramided Textured Mesh	\$250.00/Sq Mile
Nearmap 3D OFFLINE POINT CLOUD EXPORT *3D Photogrammetry Point Cloud	\$200.00/Sq Mile
Nearmap OFFLINE TrueOrtho *Vertical PhotoMaps without parallax distortion	\$95.00/Sq Mile

3D Offline Textured Mesh for ArcGIS Urban

Esri Local Government Tiers for Enterprise Agreements

Tier	Population	Nearmap Tier		3D Coverage
		Pricing	Eg City	
5	<25,000	\$6,000	Hardeeville SC	No
4	25,000 - 50,000	\$6,000	Palm Desert CA	Yes
3	50,000 - 100,000	\$8,000	Redlands CA	Yes
2	100,000 - 250,000	\$12,000.00	Boulder CO	Yes
1	>250,000	\$25,000.00+	Boston MA	Yes

The products proposed in this Cost Proposal are licensed subject to Nearmap's standard terms and conditions as set out in Exhibit C ("License Terms") and the product specific terms published at <https://www.nearmap.com/us/en/legal/us-product-specific-terms> (collectively "Nearmap Terms"). If Nearmap is successful under this RFP, the Nearmap Terms must form part of any agreement between the City and Nearmap. Please refer to Section 5 of this proposal for further details regarding the Nearmap Terms.

4. Client Reference List

CLIENT REFERENCE LIST

In order to more fully evaluate your background and experience for the project herein proposed, it is requested that you submit a list of references and/or similar projects completed or in progress within the last 24 months or as noted in the requirements of the RFP or IFB. Your cooperation in this matter is greatly appreciated.

Company Name: Nearmap US, Inc.

Number of years as a contractor in the work of this type: 7 years

Three projects/clients references for this type of work:

Client Name City of Rancho Cucamonga, CA
 Address 10500 Civic Center Drive Rancho Cucamonga, CA 91730
 Contact Name Steve Lawdis Contact Email steve.lawdis@cityofrc.us
 Contact Phone Number (909)774-2578
 Project Description Nationwide Nearmap Obliques for ArcGIS and 100GB of nationwide Oblique imagery for Government.
 Project Start Date July 28, 2020 Project End Date July 28, 2021
 Project Amount: \$40,000.00

Client Name City of Redlands, CA
 Address 35 Cajon Street Redlands, CA 92373
 Contact Name Matthew Bradbury Contact Email mbradbury@cityofredlands.org
 Contact Phone Number (909) 335-4784 ext. 4
 Project Description 3D Viewer/3D Export Pro with nationwide coverage and 50GB of nationwide Oblique Imagery for Government
 Project Start Date August 15, 2020 Project End Date August 15, 2021
 Project Amount: \$15,250.00

Client Name City of Eastvale, CA
 Address 12363 Limonite Ave. Suite 910 Eastvale, California 91752
 Contact Name Miguel Ramirez-Cornejo Contact Email mramirez@eastvaleca.gov

Contact Phone Number (951) 703-4462

Project Description 3D Viewer/3D Export Pro with nationwide coverage and 50GB of nationwide Oblique Imagery for Government

Project Start Date June 1, 2020

Project End Date June 1, 2021

Project Amount: \$13,400.00

Bidder's Signature  4D256608F0404AE...

NOTE: If requested by the City, the bidder shall furnish a certified financial statement, references, and other information sufficiently comprehensive to permit an appraisal of his current financial condition.

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5. Modification, Changes or Exceptions to the City Contract of Service Agreement Template

Incorporating Nearmap's Standard Terms

Subject to both parties mutually agreeing on the terms of the Contract Services Agreement (**Agreement**), Nearmap proposes that to the extent that any of the Nearmap Terms conflict with the Agreement, the Nearmap Terms shall prevail.

In light of the Nearmap Terms, Nearmap proposes the following exceptions to the RFP as set out below:

Section of RFP	Section Title	Comment	Amendment
1.1	Scope of Services	Nearmap products are provided on an 'as is' basis and Nearmap do not provide any warranties on its deliverables other than standard GPS. Furthermore, Nearmap do not provide any representations on fit for purpose.	Please amend Section 1.1 to delete the following line: "and that all materials will be both of good quality as well as fit for the purpose intended."
1.5	Familiarity with Work	Nearmap is providing the City with an online subscription to previously captured imagery and content. This business model does not require on-site work in any capacity.	Please delete this Section 1.5 in its entirety.
1.6	Care of Work	As mentioned above, the products Nearmap are offering to the City are accessed through an online subscription. There will be no on-site work or need for materials related to the offering to the City.	Please delete this Section 1.6 in its entirety.
2.2	Method of Compensation	Nearmap conducts business under a subscription model and are providing access to a full suite of data on the date of execution, which is also the date access to the products is provisioned. Payment for the becomes due and payable in accordance with the payment terms.	Please delete this Section 2.2 in its entirety and replace with: The method of compensation will be in accordance with the Schedule of Compensation.
2.4	Invoices	As Nearmap is offering a subscription, annual payment is due in accordance with the	Please amend the first paragraph of this Section 2.4 to reflect:

		<p>payment terms in the Agreement.</p>	<p>“Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City’s Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all products being offered to the City in accordance with the Agreement. necessary and actual expenses by the following categories: labor (by sub category), travel, materials, equipment, supplies, and subcontractor contracts. Subcontractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.”</p> <p>Please amend the second paragraph of this Section 2.4 to reflect:</p> <p>“City shall independently review each invoice submitted by the Consultant to determine whether the work performed is and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City,…”</p>
3.3	Force Majeure		<p>Please amend the first sentence of this Section 3.3 to reflect</p> <p>“..including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, pandemics, quarantine restrictions, riots, strikes, freight embargoes, wars…”</p>
4.1	Representatives and Personnel of Consultant	<p>Nearmap will not be utilizing any subcontractors for delivering the Products to the City. Additionally, there may be circumstances beyond Nearmap’s control where personnel have left Nearmap and it would be impractical for Nearmap to seek the City’s written consent each and every time a personnel leaves and needs to be replaced. Note that the offering to the City will not be dependent on any key personnel to perform the services.</p>	<p>Please amend the last two sentences of this Section 4.1 to reflect:</p> <p>Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant’s staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant’s staff assigned to perform the services required under this Agreement, prior to and during any such performance.</p>
5.1	Insurance Coverages	<p>Nearmap does not carry Professional Liability insurance as we are not a professional services</p>	<p>Please delete (d) and (e) of this Section 5.1.</p>

		provider. Further, Nearmap will not be utilizing subcontractors on this contract with the City.	
5.2	General Insurance Requirements	Nearmap reserves the right to amend this Section 5.2 as it will require Nearmap’s insurers to agree to conditions imposed and where such conditions are not agreed to, Nearmap will need to amend this Section 5.2 appropriately.	[intentionally blank]
5.3	Indemnification	Nearmap agrees to indemnify however requests that to the extent that the Indemnified Parties have caused or contributed to such liability, that Nearmap will not be liable. Further, as Nearmap will not be utilizing subcontractors, and is not providing professional services, Nearmap cannot agree to the terms in the last paragraph of this Section 5.3	Please delete the last paragraph of this Section 5.3 and replace with: “Consultant’s indemnification obligation is reduced to the extent that such liability was caused or contributed by the Indemnified Parties.”
6.1	Records	Nearmap requests that audit rights be conducted with notice.	Please amend the following sentence in this Section 6.1 to reflect: “Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records, with thirty (30) days prior written notice, in the event any audit is required.”
6.3	Ownership of Documents	Nearmap will retain all ownership rights in the deliverables, however, Nearmap grants to the City a limited, non-exclusive, non-transferrable license for the term of the contract to use such deliverables for City’s internal purposes in the ordinary course of business. Under Nearmap’s standard terms, the City can continue using any derivative works (as defined under the Standard Terms) in perpetuity provided it is for internal purposes in the ordinary course of business. This licensing arrangement covers all	Please delete this Section 6.3 in its entirety.

		products addressed under this RFP.	
7.7	Termination Prior to Expiration of Term	Nearmap provides its content on an annual subscription model and therefore has provided pricing based on a multi-year contract with the City. If the City wishes to retain a termination for convenience section, Nearmap would need to adjust its pricing model and contract with the City on a 12 month term rather than a multi-year term. In addition to that, should the City wish to pursue a 12 month term and retain the termination for convenience section, all fees paid or payable to Nearmap will not be refundable should the City wish to exercise its rights under this section.	<p>Please amend the fifth sentence in this Section 7.7 to reflect:</p> <p>“Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered for the term under the Contract prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter and in accordance with the Schedule of Compensation. or such as may be approved by the Contract Officer, except as provided in Section 7.3.””</p>

Nearmap is open to discussing any further changes or clarifications to the License Terms to ensure that they align with the interests of the City.

6. Affidavit of Non-Collusion and Non-Discrimination

**CITY OF CARSON
AFFIDAVIT OF NON-COLLUSION AND NON-DISCRIMINATION**

I hereby swear (or affirm) under the penalty of perjury:

That the attached proposal or bid has been arrived at by the responder independently and has been submitted without collusion with and without any agreement, understanding, or planned common course of action with any other firm or entity designed to limit fair and open competition;

That the contents of the proposal or bid response have not been communicated by the responder or its employees or agents to any person not an employee or agent of the responder and will not be communicated to any such persons prior to the official opening of the solicitation responses; and

The proposer/bidder does not and shall not discriminate, will provide equal employment practices, and will adhere to an affirmative action program to ensure that in their employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

I certify that the statements in this affidavit are true and accurate.

<p>DocuSigned by: <i>Mike Davis</i> <small>42956608F04044E...</small></p> <hr/> <p>Signature</p> <p>Mike Davis</p> <hr/> <p>Printed Name</p>	<p style="text-align: center;">3/26/2021</p> <hr/> <p>Date</p> <p style="text-align: center;">Head of US Finance</p> <hr/> <p>Title</p>
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7. Affidavit of Non-Federal Lobbyist Requirements

**FEDERAL LOBBYIST
REQUIREMENTS CERTIFICATION**

Name of Firm: Nearmap US, Inc. Date: March 26, 2021

Address: 10897 South River Front Parkway, South Jordan

State: UT Zip Code: 84095 Phone No.: +1 (844) 463-2762

Acting on behalf of the above-named firm, as its Authorized Official, I certify as follows:

1. No Federal appropriated funds have been paid, by or on behalf of the above named firm to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of and Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification thereof, and;

2. If any funds other than Federal appropriated funds have paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the above named firm shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, and:

3. The above-named firm shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Authorized Official:

Name: Mike Davis Title: Head of US Finance

Signature:  Date: 3/26/2021

8. Debarment and Suspension Certificate

DEBARMENT AND SUSPENSION CERTIFICATION

Name of Firm: Nearmap US, Inc.

Acting on behalf of the above-named firm ("Consultant"), as its Authorized Official, I, the undersigned, certify as follows:

I am a duly authorized representative of ("Consultant"). Consultant certifies, to the best of its knowledge and belief, that Consultant, including its principals:

Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency, and not does not have a proposed debarment pending;

Has not within the three-year period preceding this certification been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction, contract, or subcontract under a public transaction; for violation of federal or state antitrust statutes; or for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2) above; and

Has not within the three-year period preceding this certification had one or more public transactions (federal, state or local) terminated for cause or default.

Consultant further certifies that Consultant, including its principals, is not listed on the government-wide exclusions in the System for Award Management.

Consultant acknowledges that falsely providing this certification may result in criminal prosecution or administrative sanctions, and that this certification is a required component of all proposals in response to this RFP/IFB.

A proposal that does not include a completed and signed version of this certification will be deemed incomplete and materially nonresponsive, and will not be considered.

CONSULTANT

By: Mike Davis

Title: Head of US Finance

Date: 3/26/2021

Exhibit A: Authority to Contract



CERTIFICATION RE: AUTHORIZED SIGNATORY

To: City of Carson, California
701 East Carson Street
Carson, CA 90745

Date: March 29, 2021

Re: Request for Proposals #21-010

The undersigned, hereby certifies, on behalf of Nearmap US, Inc. ("Nearmap"), in accordance with Request for Proposal 21-010 for solicitation of Purchase or Subscription of Aerial and Oblique Imagery Services ("RFP"), issued by the City of Carson, California ("City"), that Nearmap is in good standing with the California Secretary of State, and the following individuals are authorized to execute documents in connection with committing Nearmap contractually to the City in accordance with the RFP :

Mike Davis, Officer of Nearmap	
Title	Head of US Finance
Address	10897 S River Front Parkway, Suite 150, South Jordan, UT 84095
Email	legal@nearmap.com
Phone	1(844) 463-2762
Horace Wu, Officer of Nearmap	
Title	Assistant General Counsel (Americas)
Address	10897 S River Front Parkway, Suite 150, South Jordan, UT 84095
Email	legal@nearmap.com
Phone	1(844) 463-2762

NEARMAP US, INC.
a Delaware corporation

By: 
Name: Andrew Watt
Director

**WE CHANGE THE WAY PEOPLE
VIEW THE WORLD, SO THEY CAN
PROFOUNDLY CHANGE THE WAY
THEY WORK.**

NEARMAP.COM
10897 South River Front Parkway, Suite 150
South Jordan UT 84095 USA
T: +1 (801) 609 7250
E: queries@nearmap.com | Twitter: @nearmap

Exhibit B: Key Personnel Resumes

✉ jeremy.hanks@nearmap.com
☎ +1 8013001771

JEREMY HANKS

ACCOMPLISHMENTS Energetic, hardworking and a fearless leader with over 15 years of experience meeting and exceeding revenue quotas. Will come to work every day with a passion for what is being done. Can motivate others and be motivated by colleagues. Believes in the often-forgotten value of integrity and knows combining that with grit and an ability to uniquely stand out among the crowd; will open more partnerships than any other approach. Has acute market acumen as well as an ability to manage and lead by example and drive a group of people to accomplish any task.

SKILLS, ABILITIES & EXPERTISE

- Expert in Salesforce, sales and business management, oral and written communication, analytical/strategic business planning, relationship building, leadership, mentoring and team building.
- 5-time Presidents Club member **(2012-2016)**.
- First company “I am awesome” award given by peers **(2015)**.
- #1 Top revenue producer in company **(2013-2017)**.

PROFESSIONAL EXPERIENCE

SENIOR ACCOUNT EXECUTIVE (GOVERNMENT), NEARMAP US, INC.

October 2018 – Present

- Works closely with Government accounts in the Western U.S. – establishing value in Nearmap’s offerings.
- Assists with current customers to expand their use cases and explore new ways to use Nearmap products.
- Works with Nearmap’s Mapbrowser to display 2D, 3D and AI imagery. An ArcGis user—mainly to demonstrate the different suite of Nearmap Location Intelligence products and imagery.
- Worked with executive decision makers and purchase departments to secure contracts-often through RFP responses.

CO-FOUNDER, SMILESYNC

July 2017 – September 2018

- Created patient management software from the ground up, integral in product development and the creation of sales/marketing, logistics and operations.
- Negotiated pricing, draft sales contracts and provided product implementation with training.
- Led small team of 6 from beta to live platform and developed a viable solution for patient engagement. Platform used successfully as a marketing tool--generating over 30,000 followers on social media.

BUSINESS DEVELOPMENT DIRECTOR, MASTERYCONNECT

March 2014 – July 2017

- Led teams in the Midwest/Southern U.S.-eventually covering 20% of U.S.
- Closed over 50 districts and 200 school-wide partnerships.
- Led company in bookings last 3.5 years, closing more than 150% revenue than #2 person on team.
- Consistently surpassed quota goals in ACV and TCV and bookings were \$2M + in ACV and \$4M+ in TCV.
- Navigated through sales processes that ranged from 2 mon. to 2 yrs.: prospect to close.

MANAGER ACCOUNT DEVELOPMENT, MASTERYCONNECT

March 2014 – July 2014

- Consistently surpassed team members on KPI metrics; calls, emails, demos, etc.
- Attained over 120% ACV/TCV in short time in position.
- Set a then company record for demo's set and delivered.
- Promoted after just 3 months.

NATIONAL SALES TEAM MANAGER, ENGLAND LOGISTICS

August 2012 – March 2014

- Promoted quickly to a manager position after starting as a Sr. Account Manager.
- Led a team of 12-15 AE's and managed team and personal quotas.
- Consistently attained 150% of personal quota.

DIRECTOR OF SALES, REALSOURCE INVESTMENT BROKERAGE

January 2005 – July 2012

- Increased sales floor sales from \$0 to \$20 million in real estate transactions in year 1.
- Created branch of company and suggested new products that raised 35% of total capital used during some fiscal years.
- Determined marketing, sales, operations and logistics of the division and led a team of 6-10 AE's.

**EDUCATION &
CERTIFICATION**

UNIVERSITY OF UTAH —UTAH, U.S —BA, COMMUNICATIONS
June 2004 - 2009

✉ josh.budinger@nearmap.com

☎ +1 (949) 370-2718

JOSHUA LEE BUDINGER

PROFESSIONAL EXPERIENCE

MANAGER (GOVERNMENT), NEARMAP US, INC.

2020 - Present

- Manages Mid-Market team responsible for all Government Sales in North America.
- Mid-Market entails government entities up to 450,000 in population.
- Leverages experience in Nearmap gov sales to provide support, training and deal strategy to sales reps.

SENIOR MID-MARKET ACCOUNT EXECUTIVE, NEARMAP US, INC.

2018 - 2020

- Guides inbound leads/outbound prospects through the sales cycle.
- Works with cities/counties up to 500k population.
- Have closed the second highest number of new customers in company history in the U.S.

ACCOUNT EXECUTIVE, NEARMAP US, INC.

2016 – 2018

- Guided inbound leads/outbound prospects through the sales cycle by demonstrating added value.
- Managed new customers after closing to grow relationships and renew/upsell accounts.
- Mentored new sales reps by having them ghost sales calls and demos. Answers product/sales process questions.
- Leveraged technology to improve efficiency of lead/prospect/customer management and outbounding efforts.
- Regularly recognized by managers and company executives with awards and designations.
- Achieved Top Performer status on team in ACV, New Logos, Demos, Meetings and Calls.

CONSULTANT, PRESTON PROPERTY TAX CONSULTANTS

2015 - 2016

- Analyzed and organized commercial real estate data in Excel, to determine tax appeal potential.
- Aggregated property information and created final property tax appeal packages.
- Worked on packages for appeals totaling around \$850 million in values this year and prospected new clients.

LOAN OFFICER, BONNEVILLE MULTIFAMILY CAPITAL

2010 – 2015

- Originated \$65 million in HUD and USDA apartment loans and other commercial real estate loans.
- Prospected new business and networked within industry organizations and at conferences.
- Built a database of over 3,000 leads and contacts in Salesforce.com.
- Maintained client relationships, secured loan commitments and led clients through complicated loan process.

TESCO DISTRIBUTION MANAGER, BLOOSKY INTERACTIVE, LLC

2009 – 2010

- Managed relationships with ten unique call centers located in Philippines, India and Costa Rica.
- Monitored performance and compliance.

ACCOUNT MANAGER, BLOOSKY INTERACTIVE, LLC

2008 – 2009

- Managed advertiser clients' online campaigns through company's proprietary platform.
- Distributed ad campaigns to publishers, monitored traffic and participated in billing/accounts receivable.

LOAN ANALYST, Q10 (BONNEVILLE MORTGAGE COMPANY)

2006 – 2008

- Underwrote \$450m+ commercial real estate loans and maintained relationships with lenders/clients.
- Managed loan process and closed loans, prospected new business, networked in industry organizations, assembled loan packages, created marketing materials, obtained quotes from lenders, secured loan commitments, analyzed local market/submarkets and financial markets.

**EDUCATION &
CERTIFICATION**

BRIGHAM YOUNG UNIVERSITY—BA

2005

- Major: International Relations
 - Minor: Portuguese
-

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SANCHIT AGARWAL

ACCOMPLISHMENTS

Highly accomplished technical & business operations executive with proven experience managing multi-million-dollar project portfolios within the mapping industry. Expert in integrating mapping tech with business operations, including introducing enhanced processes and workflow optimization to maximize productivity, quality, and revenue growth. C-level decision-making and strategic planning experience, providing the strategic vision and direction necessary to grow a mapping organization.

SKILLS, ABILITIES & EXPERTISE

- Mapping Program Leadership
- Business Development & Growth
- Cross-Functional Collaboration
- Strategic Planning & Execution
- Workflow & Process Optimization
- Team Leadership & Management
- Defining New Product Offerings
- Key Performance Indicators (KPIs)
- Global Resource Coordination
- Growing & Scaling Operations
- Project & Portfolio Management
- Sales & Marketing

PROFESSIONAL EXPERIENCE

SENIOR TECHNICAL DIRECTION (INTERNATIONAL PARTNERSHIPS & EXPANSION), NEARMAP US, INC.

June 2019 – Present

Technical, strategic & operational oversight to nurture and grow targeted International partnership opportunities.

- Conduct comprehensive discovery sessions with key strategic customers and develop business plans aligned to the technical & business requirements.
- Provide a strategic perspective on Mapping ecosystem to product and engineering teams, delivering critical business insights and launching initiatives calibrated to the target markets.
- Research the location and mapping landscape, and how these landscapes relate to product road-map priorities and strategies.
- Drive strategy and decision-making on all agreement mechanics with cross-functional teams to identify and solve key items needed to close complex deals. Conducted comprehensive discovery sessions with key strategic customers and developed business plans aligned to the customer technical & business requirements.

BUSINESS DEVELOPMENT MANAGER (LOCATION), FACEBOOK

April 2018 – June 2019

Conceive and execute partnership strategy and drive efforts to expand the utility of Facebook’s location services. Nurture and grow new global and targeted partnership opportunities in location, mapping, spatial computing, and places data licensing. Navigate contractual, technical, and financial issues and effectively communicate both up and down a management ladder.

- Work alongside product managers and partnerships managers to develop new location services, mapping technologies, and places data to improve all Facebook products that rely on location data.
- Provide a strategic perspective on location to product and engineering teams, delivering critical business insights and launching initiatives that impact the market.

- Research the location and mapping landscape in target markets, and how these landscapes relate to product priorities, to choose and sequence the best partners for products.
- Drive decision-making with cross-functional teams to identify and solve complex operational, regulatory and legal issues.

VICE PRESIDENT (US OPERATIONS), NEARMAP US, INC.

April 2017 – August 2018

Leading operations for US business to support sales, marketing by creating framework for sales engineering, integration demos, customer-onboarding, customer success, technical discovery. Aligning the company product strategy to the US mapping market requirement and specifications. Creating a framework for scaling up Operations for growing business needs.

- Conducted comprehensive discovery sessions with key strategic customers and developed business plans aligned to the customer technical & business requirements.
- Leading go-to-market strategies for new product offerings.
- Developing Operation strategy for new products.
- Driving the development of multi-view, multi-perspective and multi-dimensional content strategy at Nearmap.
- Instrumental role in defining the future product-lines, specifications and functional requirements for Nearmap content.

DIRECTOR OF MAPPING OPERATIONS, SANBORN

May 2010 – April 2017

Acting CTO of the company with accountability and oversight for 120 of 150 total employees with the company, including seven direct reports. Manage a global mapping project portfolio valued at \$25M annually, ensuring alignment to Key Performance Indicators (KPI) for schedule, quality, and costs. Key member of the executive team, maintaining an active role in designing annual goals, contributing at the technical and strategic level, and defining new product offerings.

- Retained top talent by working with the Department Manager, CEO and Human Resources resulting in 70% of the production team exceeding a 5-year tenure with the company.
- Improved collaboration by eliminating silos and emphasizing cross-pollination between teams; built a new middle management team that harnessed the culture of knowledge sharing and success.
- Gained market share in the 3D Mapping industry by optimizing workflows for LiDAR/Oblique production lines.
- Increased project efficiency 35%, and reduced software costs 40%, by devising and launching the Start Strong Program.
- Facilitated the expansion of the commercial business from 10% to 40% of total revenue by bringing new technology to the table, including Obliques, Change Detection, and new LiDAR delivered products.
- Led a successful turnaround of the LiDAR department by taking a hands-on approach and instituting accountability throughout the team; increased CPI/SPI to 30% better than expectations.

CHIEF TECHNOLOGY OFFICER & DIRECTOR OF OPERATIONS, HJW GEOSPATIAL

September 2009 – May 2010

Recruited as CTO and quickly assumed a dual-role of Director of Operations. Managed a \$5M portfolio and led a 20-member team, overseeing day-to-day and long-range strategic technology and business operations for the company.

- Turned around the failing company by modernizing production workflows, eliminating legacy redundancies, and introducing a steady flow of mapping projects; company acquired in 2010.
- Transitioned the company from analog systems to digital systems and workflows.

SENIOR ANALYST & SUBJECT MATTER EXPERT, FURGO EARTHDATA, INC.

July 2009 – September 2009

Leveraged hands-on, technical experience used as the foundation for future success in improving production workflows.

- Consistently met and exceeded goals, objectives, and Key Performance Indicators (KPI), voted as Employee of the Year.
- Worked alongside the CTO and became a key member of the technical thought process, impacting positive change as part of the New Technology Evaluation and Incubation Group.
- Salvaged a \$20M mapping project by taking over as Lead on the program; led a 15-member global team through streamlining production processes and developing quality control measures for the program.
- Cut processing costs 70% by traveling on-site to a processing facility in China to develop the GeoSAR production capability, allowing the company to scale production resources.

RESEARCH ASSOCIATE, OHIO STATE UNIVERSITY

April 2004 – July 2006

Hands-on role at the most prestigious laboratory at The Ohio State University, maintaining active involvement as a key part of the Mars Exploration Rover (MER) Mission Mapping program; the most successful Mars program in the history of the JPL.

- Developed 3D maps, slope maps, of the Mars surface for NASA scientists to safely navigate rover on the Martian surface.
- Built the first-ever crater model from rover images; model was published in National Geographic centerfold in May 2014.
- Developed algorithms used in 2009 MSL Program that successfully automated onboard rover localization & navigation.
- Received multiple awards from JPL, Best Research Associate in College of Engineering, and Best Research Paper by ASPRS.

**EDUCATION &
CERTIFICATION**

**OHIO STATE UNIVERSITY —OHIO, U.S —MS (MAPPING & GIS)
INDIAN INSTITUTE OF TECHNOLOGY —BTECH (CIVIL ENGINEERING)**

ASPRS Certified Photogrammetrist

ASPRS Certified Mapping Scientist LiDAR

ASPRS Certified Mapping Scientist GIS/LIS

GISP (GISCI)

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☎ +1 (301) 980-9106

SEAN KELLY

ACCOMPLISHMENTS

Accomplished remote sensing and GIS professional with more than ten (10) years of industry experience. His current responsibilities include managing the daily operations of Nearmap's aerial imagery program and ensures our geospatial data is captured on schedule, within the constraints of civil aviation regulations, weather, subcontracted flight services, and equipment availability.

I have been a part of diverse teams that have produced vast amounts of geospatial data including numerous Statewide Mapping Programs which included: Indiana, Mississippi, and Arkansas. In addition to these vast areas, Sean has also managed collections of county and city projects. His involvement with the successful completion of IFSAR projects in South America, Papua New Guinea, and Alaska has been a highlight.

SKILLS, ABILITIES & EXPERTISE

- Flight Operations
- Photogrammetric Mapping
- Remote Sensing
- GIS
- LiDAR Mapping
- IFSAR Mapping
- Seabed Mapping

PROFESSIONAL EXPERIENCE

SURVEY OPERATIONS DIRECTOR, NEARMAP US, INC.

Present

Sean has brought his expertise to Nearmap by overseeing and planning the US expansion. As the front line of communication between the pilots and the commercial team, Sean is extremely talented at prioritizing and planning.

Selected achievements:

- Addresses any Field Challenges for Pilots and Technology.
- Trains Pilots on Nearmap's patented HyperCamera.
- Utilizes and Tracks Internal Projects via Multiple Programs.
- Established Best Practices and Documented Operational Workflows and Procedures.
- Works with Air Traffic Control when Airspace Issues Arise.
- Works Closely with Member of a Global team.
- Updates and Negotiates Annual Agreements with Aerial Operators.
- Uploads, Processes, and Reviews US Imagery Prior to it Being Published.

SENIOR TEAM LEAD, IFSAR PRODUCTION

2009 – 2014

As the senior team lead, Sean was responsible for production of orthorectified imagery and digital elevation models (EDM) derived from data collected with the companies Interferometric Synthetic Aperture Radar (IFSAR) system. To achieve this, Sean and his team had to convert the raw RADAR data

with NASA JPL's Jurassic Proc software, performing aerotriangulation, mosaicking, editing, and packaging of the product.

Selected achievements:

- Managed Projects to Ensure Schedule and Budget Deliveries.
- Hired, Trained, and Mentored New Staff.
- Utilized ESRI Products and Other Geospatial Software to Visualize, Analyze, and Edit Data.

PRODUCTION SUPPORT SPECIALIST

2008 – 2009

Sean's main responsibility was to improve the efficiency, speed, and usability of IFSAR production software.

Selected achievements:

- Processed and Edited X-Band and P-Band IFSAR data.
- Manually Tested Software to Analyze Results.
- Developed Automated Test Cases to Validate New Software Updates.
- Assisted with Demonstrations and Business Development.
- Opportunities for Potential Customers.

PHOTOGRAMMETRIC ANALYST

2007 – 2008

From Sean's work on an extensive BASH script, he was able to automate the ADS40 digital aerial imagery aerotriangulation production. His ability to work with software engineers led to better results in the aerotriangulation visualization tools.

Selected achievements:

- Innovated Aerotriangulation Efforts

EDUCATION & CERTIFICATION

VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY—MBA

2018

- Administration focus.

UNIVERSITY OF MARYLAND—BALTIMORE COUNTY —MPS, GIS

BS, GEOGRAPHY

Exhibit C: License Terms



PLEASE READ THIS PRODUCTS AGREEMENT CAREFULLY. BY ACCEPTING THIS AGREEMENT BY EXECUTING A QUOTE, YOU AGREE TO BE BOUND BY THIS PRODUCTS AGREEMENT, THE 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

- A. Nearmap is a provider of aerial photography and associated products and services.
 B. Nearmap agrees to supply the Licensee with the Products described in the Quote, subject to the terms of this agreement, the Additional Terms and Conditions, Product-Specific Terms, any Schedules and the Quote which together constitute the legal agreement between the Licensee and Nearmap (the "**Agreement**").

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

1. GRANT OF LICENSE TO USE PRODUCTS

- 1.1 **Grant** Subject to the terms of this Agreement and payment by the Licensee of the Fees, Nearmap grants to the Licensee a limited, non-exclusive, non-transferrable license for the Term to use the Products for and to the extent of the Permitted Purpose (the "**License**").
- 1.2 **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 the number of users exceeds the total number of Authorized Users, the Licensee will be in breach of this Agreement.
- 1.3 **Renewal** Upon the expiration of the initial Term, this Agreement subject to any amendments to this Agreement required by Nearmap, shall be renewed automatically for successive renewal terms of twelve (12) months each (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 expiry of the initial Term or any current Renewal Term.
- 1.4 **Replacement Product** Nearmap may from time to time supply the Licensee 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 the date of delivery from Nearmap.
- 1.5 **Acknowledge Nearmap source** The Licensee must expressly acknowledge Nearmap, in a reasonably prominent manner (by displaying the Nearmap logo or other appropriate attribution), as the source of any Product or Derivative Works that the Licensee uses, copies, modifies or distributes. Unless otherwise permitted in writing, the Licensee must not remove or cause to be removed any Nearmap logo, watermark or other Nearmap attribution in any Product or Derivative Works.
- 1.6 **Data Use for Government Products** Nearmap measures data usage by the Licensee under this License for Government Products. When using Government Products, Nearmap's Fair Use Policy regulates the Licensee's consumption of data during the Term (or Renewal Term). The following conditions also apply to the Licensee's use of Government Products:
- (a) the amount of data used by the Licensee on the Government Products will be monitored and then calculated at the end of every Term or Renewal Term based on the total data of all users who access and use the Licensee's Nearmap account during that Period; and
- (b) if the Licensee elects to download and/or export Government Products available to the Licensee on the Website, this will be applied to the calculation of the Licensee's use of the Government Products.
- 1.7 **Allowance for Non-Government Products** Non-Government Products Licensed to the Licensee may be subject to additional Allowance, Periodic Allowance or Periodic Data Allowance terms that are published in the Product Specific Terms and if applicable the Periodic Allowance Section.
- 1.8 **Unavailability** Subject to section 12, if a Product is not available for a period of 3 consecutive days, the Term will be extended by the period of such unavailability.

2. RESTRICTIONS ON RIGHT TO USE PRODUCTS

- 2.1 **Permitted Purpose** The Products must only be used for the Permitted Purpose.
- 2.2 **No right to distribute, transfer, resell, assign or sublicense** This License is granted only to the Licensee. The Licensee must not distribute, transfer, resell, assign, rent, lease or sublicense any Product or any of the Licensee's rights under this License without Nearmap's prior written consent.
- 2.3 **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 but not limited to the Licensee's subsidiaries, affiliates, any lower or higher tiered governments and any neighbouring local government).
- 2.4 **Employees** The Licensee may make Products available to any employee of the Licensee, 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. Such employees are deemed to be Authorized Users. The Licensee is responsible and liable for any person 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.

- 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 imageries for resale, distribution, sub-license or other 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 method authorized by Nearmap, or other integration methods 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 unsolicited email (commercial or otherwise) or any other material for marketing or publicity purposes;
 (e) publish, post, distribute, disseminate or otherwise transmit, defamatory, offensive, infringing, obscene, indecent or other unlawful or objectionable or 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) falsify 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; or
 (l) provide or allow access which exceeds the total number of Authorized Users in connection with use of the Product.
- 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.

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;
 (d) require the Licensee to pay for any additional fees due based on the standard Nearmap Fees for the applicable Product, in respect of any such unauthorized use; and/or

- (e) exercise any other right available to Nearmap under the terms of this Agreement or at law.
- 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 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:
- (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 to 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.
- 3.4 **Unauthorized Use** Licensee shall take reasonable steps to prevent unauthorized access to the Products, including without limitation protecting its passwords and other log-in 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 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, in which case the audit period may be extended.
- 3.6 **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. Licensee must pay all invoices issued under this section within thirty (30) days following the date of invoice or such other period agreed between the parties.

4. FEES

- 4.1 **Fees** The Fees payable by the Licensee are set out in the Quote.
- 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 Quote at the beginning of each Term unless otherwise agreed by Nearmap. Where the Fees are payable by credit card, the Licensee authorizes Nearmap to charge the Licensee's credit card for all purchased Products listed in the Quote for the initial Term and any Renewal Term.
- 4.3 **No cancellation** Subject to section 4.4, all Fees are non-cancellable and non-refundable except as expressly set out in the Agreement.
- 4.4 **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.
- 4.5 **Taxes** Unless otherwise stated, Fees and Late Payment Fee do not include any direct or indirect local, state, provincial, federal or foreign 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 invoiced.
- 4.6 **Late Payment** If a scheduled Fee payment is still overdue after seven (7) days' notice from Nearmap to remedy the payment default, the Licensee agrees that Nearmap may charge the Licensee a Late Payment Fee and/or immediately limit or terminate access to the Products provided under this License.
- 4.7 **Amendments** Fees of the relevant Product may only be increased at the end of the Term (including any Renewal Term) subject to Nearmap and the Licensee agreeing in writing.

5. THE LICENSEE'S WARRANTIES

- 5.1 **Warranty** The Licensee warrants that:
- (a) 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;
- (b) the Licensee will immediately notify Nearmap of any usage of any Product outside the Permitted 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** Either party may terminate this Agreement with immediate effect by giving notice to the other party if:
- (a) the other party breaches any of its obligation under this Agreement capable of remedy and fails to remedy that breach within fourteen (14) days after receiving notice requiring it to do so;
- (b) the other party breaches any of its obligations under this Agreement incapable of remedy and Content; or
- (c) 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 any such petition filed against it which is not discharged within sixty (60) days of the filing thereof or admits in writing its inability to pay its debt generally as they become due.
- 6.3 **Termination by Nearmap** Notwithstanding 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 the Licensee.
- 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 immediately terminates and the Products will no longer be available to the Licensee;
- (b) The Licensee must immediately destroy, delete or return to Nearmap all Products; and
- (c) subject to section 7.3, the Licensee and the Authorized Users are not permitted to use any Products for any purpose.
- 6.5 **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 Agreement.
- 6.6 **Continuing obligations** After expiry or termination of the Agreement or a License, sections 1.5, 2, 4, 6.5, 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.

7. INTELLECTUAL PROPERTY

- 7.1 **Ownership** Unless otherwise indicated, the Website, the Products, the Content, 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, 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-transferrable, non-sublicensable license to reproduce and display Nearmap trademarks only to the extent necessary to comply with the Licensee's obligations under the 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 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. For the avoidance of doubt, Nearmap will continue to own all rights in and to any Products 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. 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 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 is deemed to accept 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.
- (a) **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_agreement_apac.html;
- (b) **Amazon Web Services (AWS)** Nearmap engages Amazon Web Service, Inc. to provide services (the "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:

- (i) Privacy Policy
(<http://aws.amazon.com/privacy/>)
- (ii) Acceptable Use Policy
(<http://aws.amazon.com/aup/>)
- (iii) Terms of Use
(<http://aws.amazon.com/terms/>)
- (iv) Service Terms
(<http://aws.amazon.com/serviceterms/>)
- (v) Trademark Guidelines
(<http://aws.amazon.com/trademark-guidelines/>)

- (c) **NASA/NCAS** By entering into the Agreement, the Licensee agrees to the following NASA/NCAS terms and conditions: (<https://www.nearmap.com/us/en/legal/copyright/>).

9. WARRANTY AND LIABILITY

- 9.1 **Warranty** Nearmap agrees to use industry standard GPS to ensure captured imagery has accurate geographical positioning.
- 9.2 **DISCLAIMER OF WARRANTIES OTHER THAN AS SET FORTH IN SECTION 9.1, THE WEBSITE AND THE PRODUCTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND TO THE FULLEST EXTENT PERMITTED BY LAW. NEARMAP AND ITS CONTENT PROVIDERS, AGENTS, MANDATARIES AND AFFILIATES EXPRESSLY DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES, CONDITIONS AND GUARANTEES, WHETHER EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED REPRESENTATIONS, WARRANTIES, CONDITIONS OR GUARANTEES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND COURSE OF DEALING OR PERFORMANCE.**
- 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 GUARANTEES 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 CLAIMS MADE BY OR ARISING OUT OF, ANY PERSON OR ENTITY SEEKING TO RELY ON ANY OF THE PRODUCTS OR THE WEBSITE.
- 9.4 **LIMIT OF LIABILITY** 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 IMPLIED OR 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.
- 9.5 **NO LIABILITY FOR CLAIMS** TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL NEARMAP, ITS CONTENT PROVIDERS, AGENTS, MANDATARIES 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), EXTRA 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 EXCLUSION APPLIES, WITHOUT LIMITATION, TO ANY CLAIMS CAUSED BY OR RESULTING FROM RELIANCE BY A USER ON ANY INFORMATION OBTAINED FROM NEARMAP.
- 9.6 **AGGREGATE LIMIT** IN NO EVENT WILL THE AGGREGATE LIABILITY OF NEARMAP, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), EXTRA CONTRACTUAL LIABILITY, PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATING TO THE USE OF THE PRODUCTS, THE CONTENT OR THE WEBSITE 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.
- 9.7 **Third Party Providers** The Licensee acknowledges that Nearmap relies on the services of Third Party Providers in order to supply the Products and related services. Without limiting any of the above, 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 provider.
- 9.8 **Indemnity** To the extent permitted by law, the Licensee agrees to indemnify Nearmap and its directors, officers, employees, agents, mandataries 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:
- (a) the Licensee's actual or alleged breach of any provisions of this Agreement;
 - (b) the Licensee's use of the Product for any purpose; and

- (c) 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.

- 9.9 **Notice of claim** Nearmap will provide the Licensee with notice of any claim or allegation under section 9.8, and Nearmap has the right to participate in the defense of any such claim at its expense.

10. COPYRIGHT COMPLAINTS

- 10.1 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 their copyright ("**Infringement Claim**"), Nearmap will defend the Licensee against the Claim and pay any settlement to which Nearmap consents or final court-awarded damages for which the Licensee is liable.
- 10.2 The 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) provide 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:
 - (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.
- 10.4 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.

11. PRIVACY POLICY

- 11.1 Nearmap will collect, use and disclose any personal information supplied by the Licensee as set out in Nearmap's Privacy Policy, as amended from time to time, and currently available at <https://www.nearmap.com/us/en/legal/privacy-policy>. The Licensee hereby consents to those collections, uses and disclosures..
- 11.2 To the maximum extent permitted by law, by entering into this Agreement, the Licensee expressly consents to receiving general emails relating to product updates, new products or anything related to the usage of the product from Nearmap but prior written consent is required to receive by email direct marketing communications from Nearmap.
- 11.3 By entering into this Agreement, the Licensee acknowledges that personal information provided by the Licensee in the course of accessing 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.

12. FORCE MAJEURE

- 12.1 **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 pay money, including Fees) because of an act of war, terrorism, hurricane, earthquake, other act of God or of nature, strike or other labor dispute, riot or other act of civil disorder, embargo, or other cause beyond the performing party's reasonable control ("**Force Majeure Event**"):
- (a) that obligation is suspended but only so far and for so long as that party is affected by the Force Majeure Event; and
 - (b) 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.
- 12.2 **Notice of Force Majeure Event** If a Force Majeure Event occurs, the party affected by the Force Majeure Event must:
- (a) Promptly (when reasonably possible to do so) give the other party notice of the Force Majeure Event and an estimate of the non-performance and delay;
 - (b) take all reasonable steps to overcome the effects of the Force Majeure Event; and
 - (c) resume compliance as soon as practicable after the Force Majeure Event no longer affects it.

13. CONFIDENTIALITY

- 13.1 The Licensee must not use any Confidential Information for any purpose not expressly permitted hereunder. The Licensee 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 use, 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.

14. NOTICES

14.1 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 Quote (or if none is specified, the address to which Nearmap sends invoices) and for Nearmap to 10897 South River Front Parkway, Suite 150 South Jordan, UT 84095, USA, or at another address as a party may designate in writing.

15. TECHNOLOGY EXPORT

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

16. NEARMAP NOW

16.1 **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 for a Survey Fee.

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 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.

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

16.4 **Refund of Survey Fee** If the Licensee is not in breach of the Agreement and Nearmap elects to terminate the Agreement under section 6.3 prior to delivery of the Survey, Nearmap will refund the Survey Fee to the Licensee.

16.5 **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 **Nearmap customer** Licensee grants Nearmap the right to use Licensee's name and logo to identify as a Nearmap customer for marketing or promotional purposes in public or private communications with our existing or potential customers, subject to Licensee's standard trademark usage guidelines as provided to us from time-to-time.

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 Product-Specific Terms; and
 (d) this products agreement.
 If there is any ambiguity or inconsistency between the documents comprising the Agreement, the document appearing higher in the list will have precedence.

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's employee or contractor is 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 by reason for authorship.

17.6 **Waiver** 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 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** Other than as expressly specified in this Agreement, this Agreement may only be varied with the written consent of Nearmap and the Licensee.

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 bind and inure to the benefit of the parties and their respective successors and permitted assigns.

17.10 **Entire Agreement** This Agreement:
 (a) comprises the entire agreement and understanding between the parties on everything connected with the subject matter of this Agreement; and

(b) supersedes any prior agreement or understanding on anything connected with that subject matter.

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 thereto be drafted solely in the English language. Les parties aux présentes ont expressément convenu que ce accord et toute autre convention, document ou avis y afférent soient rédigés en anglais seulement.

17.13 **Governing Law** This Agreement will be governed by and construed in accordance with the laws of the State where the Licensee is carrying on business applicable to agreements made and to be entirely performed within that state, without resort to its conflict of law provisions.

18. DEFINITIONS

In this Agreement:

Additional Terms and Conditions means the additional terms and conditions (if any) set out in the Quote.

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 fifty per cent (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 as specified the Quote.

API means application programming interface.

Authorized User means the number of persons specified in the "Seats" section of the 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.

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

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 (a) for New Subscription Quotes, the date as specified in the "Contract Commencement" section or the "Subscription Start Date" section of the Quote, whichever is later, or (b) for Renewal Quotes or Amendment Quotes, the date as specified in the "Subscription Start Date" section of the 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.

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 before or after the Licensee entered into 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 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 incorporates, embeds or includes all or part of a Nearmap Product or Content.

Fair Use Policy means the policy as attached to the Quote.

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 conduct or activity undertaken by the Licensee, the Licensee's employees or agents or mandataries.

Fees means the fees specified in the Quote payable by the Licensee for the License, or as otherwise agreed in writing between Nearmap and the Licensee.

Government Products means any Products specified in the Quote that are described as "Nearmap Vertical for Government" and "Nearmap Oblique for Government" 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 industrial and intellectual property rights throughout the world including copyright, moral rights, trademarks, patents, rights to protect confidential information and any other 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 (being 18% per year).

License means the license granted in section 1.1.

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

Nearmap means Nearmap US, Inc.

Non-Government Products means all Products specified in the Quote 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 in the "Allowance" section of the Quote unless otherwise agreed in writing between Nearmap and the Licensee.

Periodic Allowance Section means section 1.6 (or its equivalent) in the most current version of the products agreement currently located at [here](#).

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, 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).

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.

Products Specific Terms means additional terms and conditions that apply to certain Products, currently located [here](#).

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, which may be titled "New Subscription Quote", "Renewal Quote" or "Amendment Quote".

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

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

Subscription Start Date means the date specified in the "Subscription Start Date" section of the Quote.

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 Licensee.

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

Term means the term specified in the "Subscription Term" section of the Quote, commencing on the Commencement Date. Where a Subscription Period is stated on the Quote, "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.

Exhibit D: Confidential Information

Section of RFQ	Description
Section 4: Client Reference List	Nearmap relies on California Public Records Act § 6250 et seq., to support an exception for disclosure. Refer to Rider A.1. and A2. The information contained in the proposal would require a non-disclosure agreement where it is being disclosed in commercial arrangements or discussions. Please refer to further details ("Further Details") below.
Exhibit B: Key Personnel Resumes	The information contained in the proposal would require a non-disclosure agreement where it is being disclosed in commercial arrangements or discussions. Please refer to Further Details below.

Further Details

Nearmap relies on California Public Records Act § 6250 et seq. Nearmap does not release the individual components or compilation of the exempted information to the general public and, as already noted, where disclosure is made in a commercial context, Nearmap requires the recipient to enter into a non-disclosure agreement. Nearmap also requires all of its employees to agree to confidentiality as part of their employment conditions and employees are provided with training on maintaining such confidentiality throughout the term of their employment. The exempted information in Nearmap's proposal could not be properly acquired or duplicated without Nearmap's written consent.