

**AMENDMENT TO PURCHASE ORDER
DATED NOVEMBER 14, 2017 EXECUTED BY YAMHILL COUNTY, OR ("CUSTOMER")
PURSUANT TO MASTER SERVICES AGREEMENT #7539 BY AND BETWEEN
THE STATE OF OREGON, DEPARTMENT OF ADMINISTRATIVE SERVICES, AND
PICTOMETRY INTERNATIONAL CORP.**

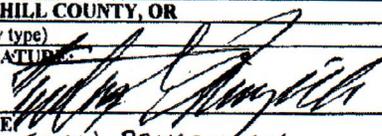
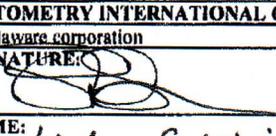
1. This Amendment, including all Sections and Appendices referenced herein (collectively, this "Amendment") is entered into by and between Pictometry and Customer and supplements and modifies the terms of the Purchase Order dated November 14, 2017 as, to the extent applicable, previously modified by addenda or amendments thereto (collectively, the "Agreement"). To the extent that there is any inconsistency between the terms set forth in this Amendment and those set forth in the Agreement, the terms set forth in this Amendment shall prevail.
2. MODIFICATIONS TO THE PURCHASE ORDER:
 - A. Section A of this Amendment shall be added to the Section A of the Agreement.
 - B. The products listed in this Amendment are contingent on the imagery of the corresponding Projects in the Agreement.
 - C. Customer will be given access to 2015 Pictometry imagery through Connect and such imagery will be used in ChangeFinder for the FIRST PROJECT.
 - D. All other terms and conditions shall remain the same.
3. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

CUSTOMER NOTICE ADDRESS	PICTOMETRY NOTICE ADDRESS
535 NE Fifth	25 Methodist Hill Drive
McMinnville, OR 97128	Rochester, NY 14623
Attn: Derrick Wharff, Assessor	Attn: Contract Administration
Phone: (503) 472-9371	Phone: (585) 486-0093 Fax: (585) 486-0098

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

This Agreement shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by Pictometry of such fully executed document, such date of receipt by Pictometry being the "Effective Date."

PARTIES:

CUSTOMER	PICTOMETRY
YAMHILL COUNTY, OR	PICTOMETRY INTERNATIONAL CORP.
(entity type)	a Delaware corporation
SIGNATURE: 	SIGNATURE: 
NAME: STAN PRIMOZECH	NAME: Linda Salpini
TITLE: COMMISSIONER CHAIR	TITLE: Corporate Vice President
DATE: December 14, 2017	EXECUTION DATE: December 14, 2017
	DATE OF RECEIPT (EFFECTIVE DATE): Dec 14, 2017

Accepted by Yamhill County
Board of Commissioners on
12-14-17 by Board Order
17-505

SECTION A

PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

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

ORDER #
C1824604

BILL TO
Yamhill County, OR
Derrick Wharff, Assessor
535 NE Fifth
McMinnville, OR 97128
(503) 472-9371
wharffd@co.yamhill.or.us

SHIP TO
Yamhill County, OR
Derrick Wharff, Assessor
535 NE Fifth
McMinnville, OR 97128
(503) 472-9371
wharffd@co.yamhill.or.us

CUSTOMER ID	SALES REP	FREQUENCY OF PROJECT
A118183	pcani	Biennial

FIRST PROJECT					
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
21,400	ChangeFinder - Change Detection and Building Outlines; Digital Parcel File Provided *	Building outlines are created from the most-nadir single-frame orthogonal image in a specified newer Pictometry imagery source and classified relative to a specified older imagery source. Pictometry delivers digital building outlines from the newer imagery source and their classification attributes in shapefile and geodatabase formats. Coverage includes only locations specified in a single, customer-provided digital parcel shapefile. Parcels in the specified locations must be generally contiguous. All Pictometry imagery to be used must be licensed or owned by the customer. Final invoiced amount will be adjusted for the actual quantity of records in the parcel file used for production. Use of older non-Pictometry-sourced imagery requires acceptance in advance. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$0.83		\$17,762.00
8,000	Building Outline Creation; Digital Parcel File Provided *	Building outlines are created from the most-nadir single-frame orthogonal image in a specified, Pictometry imagery source. Pictometry delivers digital building outlines and their attributes in shapefile and geodatabase formats. Coverage includes only locations specified in a single, customer-provided digital parcel shapefile. Parcels in the specified locations must be generally contiguous. All Pictometry imagery to be used must be licensed or owned by the customer. Final invoiced amount will be adjusted for the actual quantity of records in the parcel file used for production. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$0.39		\$3,120.00
2	ChangeFinder - Project Fee *	This is a flat fee per project. One project set-up fee is required for each Change Detection, Change Detection and Building Outlines, or Building Outline line item in the order. Applicable Terms and Conditions: Order Form	\$1,000.00	\$500.00 (50%)	\$1,000.00
1	Pictometry CONNECT Assessment	Pictometry CONNECT Assessment allows a user the ability to log in and access Pictometry ChangeFinder data and Pictometry-hosted imagery libraries, which have been licensed to the Customer and specified elsewhere in this Agreement, via a web-based application. The number of concurrent authorized users is specified in Customer's existing Connect agreement. Access runs concurrent with last activation (and scheduled expiration) of the Customer's existing Connect account. This offering requires an active Pictometry CONNECT account. Applicable Terms and Conditions: Online Services General Terms and Conditions	\$5,000.00	\$0.00 (100%)	\$0.00
SUBTOTAL - FIRST PROJECT					\$21,882.00

SECOND PROJECT

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
29,400	ChangeFinder - Change Detection; Digital Parcel File Provided *	Existing building outlines from a specified older imagery source are updated and classified relative to the most-nadir single-frame orthogonal image in a specified, newer Pictometry imagery source. Pictometry delivers updated digital building outlines from the newer imagery source and their classification attributes in shapefile and geodatabase formats. Coverage includes only locations specified in a single, customer-provided digital parcel shapefile. Parcels in the specified locations must be generally contiguous. All Pictometry imagery to be used must be licensed or owned by the customer. Final invoiced amount will be adjusted for the actual quantity of records in the parcel file used for production. Use of older non-Pictometry-sourced building outline data requires acceptance in advance. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$0.41		\$12,054.00
1	ChangeFinder - Project Fee *	This is a flat fee per project. One project set-up fee is required for each Change Detection, Change Detection and Building Outlines, or Building Outline line item in the order. Applicable Terms and Conditions: Order Form	\$1,000.00		\$1,000.00
SUBTOTAL - SECOND PROJECT					\$13,054.00

THIRD PROJECT					
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
29,400	ChangeFinder - Change Detection; Digital Parcel File Provided *	Existing building outlines from a specified older imagery source are updated and classified relative to the most-nadir single-frame orthogonal image in a specified, newer Pictometry imagery source. Pictometry delivers updated digital building outlines from the newer imagery source and their classification attributes in shapefile and geodatabase formats. Coverage includes only locations specified in a single, customer-provided digital parcel shapefile. Parcels in the specified locations must be generally contiguous. All Pictometry imagery to be used must be licensed or owned by the customer. Final invoiced amount will be adjusted for the actual quantity of records in the parcel file used for production. Use of older non-Pictometry-sourced building outline data requires acceptance in advance. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$0.41		\$12,054.00
1	ChangeFinder - Project Fee *	This is a flat fee per project. One project set-up fee is required for each Change Detection, Change Detection and Building Outlines, or Building Outline line item in the order. Applicable Terms and Conditions: Order Form	\$1,000.00		\$1,000.00
SUBTOTAL - THIRD PROJECT					\$13,054.00

Thank you for choosing Pictometry as your service provider.			TOTAL	\$47,990.00
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* Amount per product = ((1-Discount %) * Qty * List Price)

* Products and services listed above that are designated with this symbol ("Non-MSA Products and Services") are not included in the Description of Products and Services set forth in Exhibit A to the MSA. Nonetheless, Pictometry will make such Non-MSA Products and Services available to Customer pursuant to this Order Form at the respective prices shown above subject to the following: By executing this Order Form both Customer and Pictometry agree to that (i) the Contract Specific Terms set forth in Part 2 of the MSA, (ii) the product-specific terms, conditions and licenses set forth in Exhibits D-1 through D-4 to the MSA that are listed in the respective product descriptions set forth above as applicable to the Non-MSA Products and Services, and (iii) this Order Form shall all apply to those Non-MSA Products and Services listed above as if those Non-MSA Products and Services were included in the Description of Products and Services set forth in Exhibit A to the MSA.

FEES; PAYMENT TERMS

All amounts due to Pictometry pursuant to this Agreement ("Fees") are expressed in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes is provided to Pictometry prior to billing.

FIRST PROJECT

Due at Shipment of ChangeFinder \$21,882.00
Total Payments \$21,882.00

SECOND PROJECT

Due at Shipment of ChangeFinder \$13,054.00
Total Payments \$13,054.00

THIRD PROJECT

Due at Shipment of ChangeFinder \$13,054.00
Total Payments \$13,054.00

PRODUCT PARAMETERS

**FIRST PROJECT
CHANGEFINDER**

Product:
Data Source – Base:
Data Source Year – Base:
Data Source – Comparison:
Data Source Year – Comparison:
Deck Identification:
Regional Status Report Requested:
Parameter Changes

ChangeFinder - Change Detection and Building Outlines; Digital Parcel File Provided
Pictometry Imagery
2015
Pictometry Imagery
2018
Marked with a Point

Prior to commencement of production, Customer may make changes to these product parameters by providing Pictometry with written authorization (email being acceptable).

Product:
Data Source – Base:
Data Source Year – Base:
Data Source – Comparison:
Data Source Year – Comparison:
Deck Identification:
Regional Status Report Requested:
Parameter Changes

Building Outline Creation; Digital Parcel File Provided
Pictometry Imagery
2018
N/A
N/A
Marked with a Point

Prior to commencement of production, Customer may make changes to these product parameters by providing Pictometry with written authorization (email being acceptable).

**SECOND PROJECT
CHANGEFINDER**

Product:
Data Source – Base:
Data Source Year – Base:
Data Source – Comparison:
Data Source Year – Comparison:
Deck Identification:
Regional Status Report Requested:
Parameter Changes

ChangeFinder - Change Detection; Digital Parcel File Provided
Pictometry Outlines
2018
Pictometry Imagery
2020
Marked with a Point

Prior to commencement of production, Customer may make changes to these product parameters by providing Pictometry with written authorization (email being acceptable).

**THIRD PROJECT
CHANGEFINDER**

Product:
Data Source – Base:
Data Source Year – Base:
Data Source – Comparison:
Data Source Year – Comparison:
Deck Identification:
Regional Status Report Requested:
Parameter Changes

ChangeFinder - Change Detection; Digital Parcel File Provided
Pictometry Outlines
2020
Pictometry Imagery
2022
Marked with a Point

Prior to commencement of production, Customer may make changes to these product parameters by providing Pictometry with written authorization (email being acceptable).

B.D.17-505