

LICENSE AGREEMENT
Cyclomedia Offerings - SaaS

This License Agreement (“**Agreement**”) is made and entered into as of this [] day of [], 2020 (“**Effective Date**”) by and between Cyclomedia Technology, Inc. (“**Cyclomedia**”), a Delaware corporation with its principal place of business at 4040 Civic Center Dr., Suite 200 San Rafael, CA 94903 (USA), and [] (“**Customer**”), a [] corporation/company with its principal place of business at [].

GENERAL TERMS AND CONDITIONS OF CYCLOMEDIA TECHNOLOGY, INC.

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

1. **ENTIRE AGREEMENT.** These terms and conditions (“**Terms**”), together with the Service Schedules and Statement(s) of Work, contain all of the terms and conditions of the agreement between Cyclomedia and Customer for the services to be sold or provided to Customer, to the exclusion of any other statements and agreements, and to the exclusion of any terms and conditions incorporated in Customer’s order or other documents of Customer. Cyclomedia’s acceptance of Customer’s order is expressly conditioned on Customer’s acceptance of these Terms, and Customer, upon placing an order, accepts these Terms in their entirety without modification. If any of these Terms conflict with any of the terms of any Service Schedule or Statement of Work, the terms of the Service Schedule will control with respect to the covered Services and the Statement of Work will take precedence and control solely with respect to the Services covered by that Statement of Work.

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

2.1 **“Authorized Users”** means those individuals authorized by Customer to access the Cyclomedia Offerings, as permitted by the applicable Service Schedule, and who have been supplied user identifications and passwords.

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

2.3 **“Cyclomedia Offerings”** means the Services as defined in the applicable Service Schedule.

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

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

2.6 **“Customer Property”** means Customer Data, Customer’s Marks, and Customer’s Confidential Information and all corresponding intellectual property rights.

2.7 **“Documentation”** means the technical, user and reference manuals, notes, instructions and summaries, technical release notes, specifications and any other supporting documentation related to the Cyclomedia Offerings, in digital or printed form.

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

2.9 **“Information Products”** means the data, datasets and/or object information and/or change detection data related to the Cyclomedia Offerings in any form, including but not limited to LiDAR data, LiDAR point clouds, 3D data and data regarding objects in the public space, such as traffic signs, road markings, pedestrian ramps and light poles.

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

2.11 “**Statement of Work**” or “**SOW**” means the form signed by Customer that specifies the Services Customer is purchasing, in the form contained in Exhibit A.

2.12 “**Service(s)**” means the provision of Software, Image Material, Information Products, hosting and maintenance and professional services as described in a Service Schedule and specified in a Statement of Work.

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

2.14 “**Subscription Term**” means the term during which Services are made available to Customer over the Internet, as defined in a Statement of Work.

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

3. **RESPONSIBILITIES.**

3.1 Cyclomedia Responsibilities. Cyclomedia will perform the Services as described in the applicable Service Schedule, beginning on the date identified in each applicable Statement of Work.

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

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

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

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

3.6 Delivery. Any delivery dates set forth in the applicable Statement of Works are estimates only and Cyclomedia reserves the right to readjust delivery dates without liability; provided, however, that

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Cyclomedia shall use commercially reasonable efforts to provide or deliver all Cyclomedia Offerings on or before any applicable delivery dates. Cyclomedia may provide or deliver any Cyclomedia Offerings in whole or in installments.

3.7 Change Orders. If either party wishes to change the scope or performance of the Cyclomedia Offerings, it will submit details of the requested change to the other in writing. Cyclomedia will, within a reasonable time after such request, provide a written estimate to Customer of (a) the likely time required to implement the change; (b) any necessary variations to the fees and other charges for the Cyclomedia Offerings arising from the change; (c) the likely effect of the change on the Cyclomedia Offerings; and (d) any other impact the change might have on the performance of these Terms. Promptly after receipt of the written estimate, the parties will negotiate and agree in writing on the terms of such change (a “**Change Order**”). Neither party will be bound by any Change Order unless it is signed in accordance with Section 14.

3.8 Acceptance. In the event parties have not agreed on an acceptance procedure, the Cyclomedia Offerings are deemed accepted upon delivery. If an acceptance procedure has been agreed upon, the acceptance period shall amount to five (5) calendar days after delivery of the Cyclomedia Offerings or, if the parties have agreed in writing that Cyclomedia shall deliver the Cyclomedia Offerings in phases, after completion of the phase in question. In the event that parties have agreed to an acceptance period as set forth in this section, the Cyclomedia Offerings shall be deemed to have been accepted by the Customer when: a) Customer notifies Cyclomedia before the end of the acceptance period that the Cyclomedia Offerings are accepted; b) Customer makes use of any of the Cyclomedia Offerings in its work processes; or c) Cyclomedia has not within the acceptance period received a written notice from the Customer identifying specifically any basis for not approving the Cyclomedia Offerings. If the Customer does not accept the Cyclomedia Offerings, the Customer and Cyclomedia will draft a list of errors preventing acceptance and Cyclomedia will remedy these errors within a reasonable time. When Cyclomedia has not succeeded in remedying all errors within a reasonable period, parties will discuss any possible next steps.

4. FEES AND PAYMENT.

4.1 Payment. The fees related to the Cyclomedia Offerings are included in the Statement of Work. Cyclomedia will invoice Customer for all payments, fees, and other costs due. All fees and costs are due in U.S. dollars and due and payable within thirty (30) days from the date of the invoice, unless the parties otherwise agree in writing. The Statement of Work may include an estimate of the quantity of Image Material and/or the Information Products to be provided and the fees related thereto which takes into account the provided Customer Data. The actual quantity of Image Material and/or Information Products to be provided may result in a fee adjustment. The Customer is aware of this and Cyclomedia will inform the Customer thereof as fully as possible. If Customer reasonably and in good faith disputes any invoice, Customer will notify Cyclomedia in writing of its objection within 10 days from the date of Customer’s receipt of the invoice, provide a detailed description of the reasons for the objection, and pay the portion of the invoice that is not in dispute. Any undisputed amounts not paid within the period set forth in the applicable Statement of Work will bear interest at a rate equal to the lower of [1.5%] per month or the maximum rate of interest under applicable law. All costs incurred for collection and bank charges will be paid by Customer. Customer will be billed all applicable taxes in addition to the fees outlined in the applicable Statement of Work. Customer shall have no right to set off against amounts which may become payable to Customer under these Terms. Cyclomedia will apply all payments first to any unpaid costs and fees, then to any accrued and unpaid interest, and the balance to payments due under any invoices in inverse order of their dates.

4.2 Suspension of Services. If Customer’s account is 10 days or more overdue (except with respect to charges then under reasonable and good faith dispute), or if at any time Cyclomedia believes in good faith that the prospect of payment is impaired, in addition to any of its other rights or remedies, Cyclomedia reserves the right to immediately suspend Services and Customer access to the Cyclomedia Offerings, without liability, until Customer pays all overdue amounts in full or in Cyclomedia’s sole judgment provides adequate assurance of Customer’s ability to fulfill its payment obligations, either then due or thereafter arising. Suspension will not relieve Customer of its obligation to pay the total fees owed.

5. TERM; TERMINATION; CHANGES.

5.1 Term. These Terms continue until termination of the later of the last Subscription Term or completion of the Services provided under a Statement of Work (the “**Term**”).

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

5.3 Effect of Termination. Upon termination of these Terms or a Statement of Work, the parties will return or destroy any Confidential Information disclosed under these Terms. Termination will not relieve Customer of the obligation to pay any fees accrued or payable to Cyclomedia prior to the effective date of termination. Cyclomedia will not refund any pre-paid Subscription fees unless Customer terminates for cause, in which case Cyclomedia will refund pre-paid fees for the remainder of a Subscription Term. The provisions of these Terms that should by their nature survive termination of these Terms will survive any termination.

5.4 Regulatory and Legal Changes. If changes in applicable law, regulation, rule or order materially affect delivery of the Services, the parties will negotiate appropriate changes to these Terms. If the parties cannot reach agreement within 30 days after Cyclomedia's notice requesting renegotiation: (a) Cyclomedia may, on a prospective basis after such 30 day period, pass any increased costs on to Customer; and (b) if Cyclomedia does so, Customer may terminate the affected Service on notice to Cyclomedia delivered within 30 days.

6. OWNERSHIP AND GRANT OF RIGHTS.

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

6.2 Customer Data. As between Cyclomedia and Customer, all Customer Data is owned by Customer. Customer grants Cyclomedia a limited, non-exclusive right to use, access, duplicate, sublicense, and modify the Customer Data solely to perform its responsibilities under these Terms.

6.3 Grant of Rights. During each Subscription Term, Cyclomedia grants to Customer limited, non-exclusive, non-transferable, non-sub-licensable rights to access and use the Cyclomedia Offerings identified in the applicable Statement of Work. Each Service Schedule will specify any additional license rights granted to Customer. All other rights are reserved by Cyclomedia.

7. CONFIDENTIAL INFORMATION.

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

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

7.3 Remedies. If Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of Disclosing Party in breach of this Section, Disclosing Party will have the right, in addition

to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other available remedies are inadequate.

8. LIMITED WARRANTY.

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

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

8.3 Disclaimer of All Other Warranties. THE EXPRESS WARRANTIES IN THESE TERMS ARE IN LIEU OF, AND CYCLOMEDIA DISCLAIMS, ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), RELATED TO THESE TERMS, WHETHER ARISING BY LAW, CUSTOM OR USAGE IN THE TRADE, COURSE OF DEALING, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT CYCLOMEDIA OR A THIRD PARTY SOFTWARE SUPPLIER IS AWARE OF ANY SUCH PURPOSE). *CYCLOMEDIA MAKES NO REPRESENTATION OR WARRANTY THAT CUSTOMER'S USE OF THE CYCLOMEDIA OFFERINGS, OR ANY SERVICE OR THE CYCLOMEDIA SITE, WILL BE IN COMPLIANCE WITH ANY LAW OR REGULATION.*

9. LIMITATION OF LIABILITY.

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

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

10. CUSTOMER REPRESENTATIONS AND WARRANTIES.

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

10.2 Reliance. In connection with the performance of the Services, the parties agree that Cyclomedia may rely upon the Customer Property. Customer represents and warrants that the Customer Property is complete and accurate. If any error results from incorrect Customer Property supplied by Customer, Customer shall

be responsible for discovering and reporting such error, payment of any and all fees and expenses incurred by Cyclomedia due to such error, payment for any additional Services to be performed by Cyclomedia due to such error, and supplying the Customer Property necessary to correct such error by reprocessing at the earliest possible time.

11. INDEMNIFICATION.

11.1 Indemnification by Customer. Customer will indemnify, defend and hold harmless Cyclomedia, its directors, officers, employees, and agents, against all costs, liabilities, losses, fines and expenses (including, but not limited to, reasonable attorneys' fees) arising from any government investigation or enforcement and/or third party claim, suit, action, or proceeding (each, an "**Action**") relating to (i) Customer's violation or alleged violation of any applicable Regulation or a breach of any warranty in Section 10, (ii) Customer's breach of Sections 3.2 or 3.3 or the applicable Service Schedule, or (iii) Customer's violation or alleged violation of any contractual or legal obligation to a third party. Customer will pay all costs and damages incurred by Cyclomedia in any Action, or those costs and damages agreed to in a monetary settlement of such Action.

11.2 Indemnification by Cyclomedia. Cyclomedia will indemnify, defend, and hold harmless Customer, its directors, officers, employees, and agents, against any Action against Customer solely to the extent that the Action is based on a claim that any Software infringes any United States copyright or misappropriates any trade secret. Cyclomedia will pay costs and damages finally awarded against Customer in any such Action, or those costs and damages agreed to in a monetary settlement of an Action. If the Software becomes, or in Cyclomedia's opinion is likely to become, the subject of an infringement or misappropriation claim, Cyclomedia may, at its option and expense, either: (i) procure for Customer the right to continue using the Software as part of the Cyclomedia Offerings, or (ii) replace or modify the Software so that it becomes non-infringing (provided any such replacement or modification does not materially degrade the Software's functionality as described in the then-current Documentation). Notwithstanding the foregoing, Cyclomedia will have no obligation with respect to any Third Party Technology or Customer Property or an infringement or misappropriation claim if the Software is being misused, used in violation of these Terms or any Regulations, used in nonconformance with the Documentation, or has been modified by Customer or any third party. Cyclomedia's obligations under this Section will constitute its sole and exclusive obligations and Customer's sole and exclusive remedy in the event that any claim or action is brought against Customer alleging that the Cyclomedia Offerings infringe, misappropriate, or otherwise violate the rights of any third party.

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

12. NON-SOLICITATION. During the Term and for a period of 6 months following the termination or expiration of these Terms, Customer agrees not to solicit, nor attempt to solicit, the services of any employee or subcontractor of Cyclomedia who provides services to Customer during the Term without prior written consent. Customer will not be in violation this Section if an employee or subcontractor of Cyclomedia responds to a public advertisement of an open position and is subsequently hired. Violation of this provision will entitle Cyclomedia to assert liquidated damages against Customer equal to fifty percent (50%) of the solicited person's annual compensation and all reasonable legal fees incurred by Cyclomedia in enforcing its rights under this Section.

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

14. RELATIONSHIP OF THE PARTIES. The parties are independent contractors, and neither party has any power or authority, nor will it represent that it has any power or authority, to bind the other party or to assume or create any obligation or responsibility, express or implied, on behalf of the other party, or in the other party's name.

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15. **GENERAL. Assignment.** These Terms binds the parties' representatives, successors, and assigns, except that neither party may assign these Terms without the prior written consent of the other party unless it is: (a) to an affiliate of the party; or (b) to a purchaser of all or substantially all of the business or assets of the party, whether by merger or otherwise, and written notice is provided within 30 days to the other party. **Notices.** Any written notice required to be given to a party will be given by personal delivery to that party, or mailed by registered or certified mail, return receipt requested, postage prepaid, to that party at that party's address on the Statement of Work. **Force Majeure.** Except for the obligation to make payments, neither party will be liable for delays or breaches in its performance under these Terms due to causes beyond its reasonable control. **Modifications; Severability; Waiver.** Any modification of these Terms will be effective only if in writing and signed by both parties. Any provision of these Terms that is held to be invalid, illegal or unenforceable will be severed from these Terms, and the remaining provisions will remain in full force and effect. No failure or delay by either party to exercise any right or remedy will be construed as a current or future waiver of such remedy or right. **Counterparts.** These Terms may be executed in any number of counterparts, each of which will be deemed an original, and all of which taken together will constitute one and the same instrument. Facsimile signatures, or other electronic signatures, are binding and have the same effect as a handwritten signature.

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In Witness Whereof, the parties have executed this Agreement.

Cyclomedia Technology, Inc.	
By:	By:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

SERVICE SCHEDULE

Street Smart Cloud - Software as a Service (“SaaS”)

This Service Schedule applies in addition to the General Terms and Conditions (“**Terms**”) to the provision of Street Smart Cloud, a secure, scalable service that includes the hosting and provision of Image Material, Information Products and Software.

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

1.1 **“Cyclomedia Site”** means the website provided by Cyclomedia to Customer so it may access Street Smart, Information Products and Image Material on a remote basis.

1.2 **“Subscription Fee”** means the annual fee for a Street Smart Cloud Subscription.

1.3 **“Subscription Start Date”** means the date that the Statement of Work is submitted or is otherwise identified on the Statement of Work.

1.4 **“Subscription Term”** means the period defined in the applicable Statement of Work.

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

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

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

4. **Use Guidelines.** Customer will use the Services including any (downloaded) Image Material or Information Products and adaptations, modifications, derivative works, additions or extensions thereof, solely for its internal business purposes and the specific purposes agreed upon in writing and will not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit the Services; (ii) attempt in any way to circumvent or otherwise interfere with any security precautions, procedural controls, or other measures relating to the Cyclomedia Offerings; (iii) attempt to reverse engineer or decompile any component or element of the Cyclomedia Offerings, (iv) transfer to third parties or permit third parties to use Customer’s user name and password or Cyclomedia Property, (v) disclose the Image Material or the Information Products or adaptations, modifications, derivative works, additions or extensions thereof to the public (including all conceivable Internet applications), (vi) systematically download the Image Material and/or the Information Products, (vii) use the Image Material and/or the Information Products for systematic extraction, inventory, annotation and/or change detection of (characteristics of) objects and 'points of interest' (hereinafter "Data Analysis") for commercial purposes of any nature whatsoever, including but not limited to renting, leasing, (sub)licensing, selling, alienating, pledging, transferring as security or under any title whatsoever and allowing third parties to use (the results of) the Data Analysis for any purpose whatsoever. (viii) use the System or the Services for any acts that are contrary to any applicable Regulations, or (ix) copy any Documentation other than is necessary for the purposes permitted under these Terms and for backup purposes, provided that Customer shall not remove any of Cyclomedia’s Marks when copying such Documentation. Cyclomedia may immediately suspend all access to the Cyclomedia Site and disable all Authorized User logins in the event Cyclomedia reasonably suspects a misuse of the Services. If the Customer intends to use the Services including any (downloaded) Image Material or Information Products and adaptations, modifications, derivative works, additions or extensions thereof, for purposes other than those agreed upon pursuant to this Article, the Customer will request Cyclomedia in writing for its upfront approval of such intended purposes. Approval by Cyclomedia will be at her sole discretion but shall not be unreasonably withheld. Upon reasonable notice to Customer, Cyclomedia may audit and inspect the use of the Services by the Customer in the event Cyclomedia reasonably suspects a misuse of the Services.

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Customer will give Cyclomedia access to its facilities, offices, and any information needed by Cyclomedia to evaluate the use of the Services and Customer agrees to correct any deficiencies found during an audit at its expense.

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

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

7. Suspension of Service. Cyclomedia has the right to suspend, terminate, or otherwise restrict the Customer's use of the Services or the Software if such use (a) results in a failure or delay of any network or system of Cyclomedia or a third party, (b) is in violation of the Use Guidelines, or (c) if necessary or desirable for maintenance or improvement purposes. Cyclomedia is not liable for any Action arising from the suspension, termination, or restriction of the Services or access to the Services pursuant to this Section.

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

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

Contractual Terms & Conditions Outline & Procedure

1. Acquisition

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

In order to determine the proper coverage, Cyclomedia will refer to the Shapefiles provided by the Client that delineate the area to be driven in one or multiple passes. The Cyclomedia vehicle is equipped with a tracking device. This enables Cyclomedia managers to login and track the location of the driver.

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

2. Production

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

The raw position measurements from the GPS/IMU sensors in the vehicle, plus the reference data from a network of permanent GNSS reference stations, are processed into an accurate position and orientation for each 360° image. Our patent portfolio enables Cyclomedia alone to construct geometrically correct 360° images from a moving vehicle, creating distortion-free street level imagery. Our unmatched location fidelity (+/- 10 cm and less than 4-inch absolute accuracy) allows our imagery to become a valuable GIS asset.

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

The LiDAR data is processed to produce a depth surface for Cyclomedia's MeasureSmart technology. MeasureSmart is enhanced measuring technology that relies on the depth surface rather than calculating location based on pixel locations in multiple GeoCycloramas. MeasureSmart makes measuring quicker and easier.

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



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

3. Schedule and Delivery

will plan, drive, process, and perform quality control on the imagery commencing as soon as practical following the signing of the license agreement.

A driver can be expected to collect approximately 40 linear miles of data per day. This collection timeframe factors in a slower drive time in densely populated areas. At this rate, collection of this project will require an estimated three weeks of collection including contingency time for bad weather and missed days. Cyclomedia will make images accessible approximately six weeks after the start of image collection.

3.1. Data Dictionary

A project kickoff meeting is usually scheduled within the two weeks following the fully executed agreement or the official notice to proceed. During the kickoff meeting the standard definitions of each of the assets in the data dictionary and the attributes of each of them will be reviewed by Cyclomedia and the Client. At the completion of this kickoff meeting, Cyclomedia will send an email to the client confirming that the standard assets and attributes have been reviewed and agreed upon. The client is required to acknowledge confirmation by email that this has been completed and the client agrees. Any delays in receipt of the acknowledgement beyond 3 business days may result in a delay to the total project schedule.

If there is any lack of agreement, the sale staff will engage with the client to work out a written change order for the additional cost of non-standard assets or non-standard attributes. After the change order is fully executed, the process of confirming the revised data dictionary will begin again until Cyclomedia and the client have acknowledged agreement by email. Once there is acknowledged agreement of the data dictionary and all assets, the project will be scheduled.

3.2. Schedule for Data Collection and Publication

The schedule for data collection depends on geographic location, availability of systems and staff, and weather restrictions. Cyclomedia cannot accurately collect any data below 32° F and cannot collect LIDAR with snow on the ground due to reflectivity. Typical schedule times are 3-6 weeks, more during the busy times of the year, or when awaiting snow melt to be complete.

Once initial data collection starts, the project proceeds forward in drive areas. The data is reviewed for quality and completeness by the Cyclomedia team and is then submitted for the automated processing using Cyclomedia's proprietary cloud software. The post-processed data is again reviewed for quality and is then published. The first images through this entire process will be published for the client to see approximately 6 weeks after the first drive is completed. Additional imagery will be published in cascading drives, and the final imagery will be published approximately 6 weeks after the final drive is completed. At times, the drives are non-contiguous such as when systems are redeployed due to weather delays and must then be rescheduled to complete the collection process. If the drive collects 95% of the agreed upon area of interest, Cyclomedia may determine that the drive is complete.

After the first several data sets have been published, if included in the contract, client training will be scheduled so that the client is given instruction on how to access and use the data sets as published.



3.3. Schedule for Data Extraction

Once the imagery is published, the process of extracting creates the data files of the assets and the attributes of each of the items included in the data dictionary. This step cannot begin until after imagery is complete and typically takes 30 days to schedule, but if data collection is part of the project, these 30 days can be covered by the data collection and publication process so that the data extraction can begin soon after publication.

Cyclomedia will prepare an initial data extraction on a small portion of the project (between 10 to 50 miles, or 100 – 200 property images or elevations), known as Phase Zero. This Phase Zero sample will be delivered to the client, the delivery manager will review the submittal with the Client during a project status meeting. The purpose of the status meeting and Phase Zero submittal is to confirm to the client that the deliverables are meeting the specifications of the data dictionary. If obvious issues are mutually discovered, the delivery manager will review the data dictionary specifications and take actions as appropriate. The Client shall have one week to further review the Phase Zero submittal and shall confirm in writing that the Phase Zero deliverable is appropriate for the project. Any issues or concerns by the Client that the Phase Zero deliverable is not conforming to the approved data dictionary shall immediately be brought to the attention of the deliver manager.

The project cannot continue until the client acknowledges that the Phase Zero deliverable complies with the data dictionary. Any delays in this acknowledgement may have DISPROPORTIONAL delays in the entire project as the extraction team may be redeployed to other projects.

Once the acknowledgement is completed, the data extraction will be scheduled and completed. All further Phase Deliverables will align with the Phase Zero specification.

Two weeks after the final deliverable to the Client, the project will be deemed accepted.

4. Quality Control

As a road is driven, a green marker (signaling good GPS/IMU receiving) is automatically placed at the recording location on the in-vehicle map display – if there are any errors with the camera, available light, or GPS signal, a red marker will signify to the driver that an image needs to be recaptured immediately. This user interface allows the driver a better overall picture of what has been and needs to be captured and immediate feedback regarding the quality of the imagery.

The driver is required to periodically preview the captured imagery to ensure that the cameras are functioning properly, and the five camera lenses are free of dirt, pollen, insects etc. A periodic visual check and cleaning of the camera lenses is also performed.

4.1. Data Collection

Resolution: Cyclorama/360°image = 14400 x 7200 pixels (100 MP)

Field of View:

- Horizontal (HFOV): 360°
- Vertical (VFOV): 180° (in which part of the photography vehicle is visible and the lowest 30° is monochrome)
- Spatial pixel size:
- Cyclorama: 0.025° (= 0.44 cm <0.17 in> at 10 m <33 ft> from the capture location)

Positioning quality:

- The average standard deviation of the position is 10 cm (4 in), while the orientation deviation is 0.1° (excluding in long tunnels, forested areas and urban canyons).
- Metric Quality:



- Geometrically correct: The accuracy of the spatial angle between 2 pixels is 0.025° for HD-Cyclorama's, and 0.075° for standard resolution.
- Precise measurements of objects: X, Y and Z measurements have an average absolute standard deviation of 10 cm (4 in), excluding in long tunnels, forested areas and urban canyons.
- Precise measurements of distances: Measurement of heights, lengths or widths have a relative standard deviation of approximately 2 cm (0.4 in)

4.2. Data Extraction

Detection distance of objects:

- Objects > 25cm x 25 cm: up to 10 meters from the car
- Objects > 50cm x 50 cm: up to 30 meters from the car
- Both only when the object is visible in at least 1 image.
- Objects beyond 30 meters do not have a quality specification
- Positional accuracy (absolute):
- The average standard deviation of all the measured points is 10 cm or 4" inches (1- σ) in all directions, except in long tunnels, woody areas, occluded areas and urban canyons where the positional accuracy is not specified.

Standard completeness/correctness of delivery:

- Goal is 95% of all the specified objects that are visible on the GeoCyclorama, and within distance spec. from the Cyclorama recording locations, are inventoried. Of the objects detected, 95% are expected to be accurately extracted and attributed.
- In tunnels, the objects are only inventoried if there is enough light to take photographs. Also, the positional accuracy will decrease inside tunnels.
- Quality control is done via a statistical process where the number of checks depends on the size of the dataset, based on the AQL method. 100% QA is not performed.

4.3. Conforming Data Quality

Cyclomedia will evaluate a random sample of data and if the quality is within the specifications, the data set is deemed accepted. Any correction of detected errors is at the sole option of Cyclomedia and does not change the acceptance of the entire data set. If the client does not provide written documentation of quality outside of specification within 15 days of delivery to the client, that data is deemed acceptance. Cyclomedia has 15 days from the receipt of any such documentation to respond, including if considered necessary by Cyclomedia, a plan to address the issues documented.

4.4. Other

Unless specified elsewhere, hosting of delivered data in a GIS environment is not included or is provided at additional cost. If tax cutouts are included in the scope, there are additional requirements from the client to provide acceptable data to Cyclomedia to perform the project.

5. Training

Up to two (2) hours of web-based training is included with the license agreement. On-site training is also included as part of this project and will need to be scheduled with between a Cyclomedia Solution Engineer and the city. Please contact Cyclomedia for additional web-based training pricing. A technician is available to answer questions via email or phone for the duration of the license term.

6. Technical Support

Technical support services, via phone or email, are available via the Cyclomedia Service Desk contact form for all support cases is on our website at: <http://www.Cyclomedia.com/us/Globespottercontact> Typical response/resolution time for tech support inquiries is within 24 hours of initial contact.

7. Final Delivery Report

The Final Delivery Report provides the Client with a summary of the overall miles driven, areas collected and positional accuracy of the recording points. Each GeoCyclorama has associated metadata with information on the date and time it was captured, the accuracy of the recording point, the spatial reference system, and camera system information. The accuracy of each recording point is reported to the Client geographically in a heat map as Figure 1 below demonstrates.

