

ATTACHMENT 2: Google Aerial Orthoimagery Terms

1. Parties subject to these Terms. The following terms apply to Reseller's license agreement with Google Aerial Orthoimagery customers ("**Customer(s)**") only. Customer's license to selected online Google Aerial Orthoimagery as specified in the Order Form ("**Imagery**") will be subject to these Product-specific terms (the "**Imagery Terms**").

2. Pass-Through Obligation. Reseller will pass the Imagery Terms to Customer in a Customer license agreement along with any applicable Customer Minimum Terms for a transaction.

3. Definitions. Capitalized terms not defined in these Imagery Terms have the meaning given to them in Reseller's Google Enterprise Reseller Agreement.

4. Google Cloud Platform Terms. Customer's use of Google Cloud Platform ("**GCP**") is governed by the terms at <https://cloud.google.com/terms/> (or such other URL as Google may specify).

5. Imagery Terms. Customer's use of Imagery is governed by these Imagery Terms. Google reserves all rights, title, and interest in the Imagery not expressly granted to the Customer.

6. Imagery License Grants.

6.1 Term-Based License. Subject to the Imagery Terms (including Section 7 (Imagery License Restrictions)), Google grants to Customer a non-exclusive, non-sublicensable, non-transferable license to do the following during the license term specified in the Order Form:

- (a) use the Imagery for its internal business purposes (no third-party access);
- (b) distribute materials based on the Imagery (including reports and analyses) to third parties, as long as Customer provides Google attribution in accordance with the Attribution Guidelines for Google Maps and Google Earth at <http://www.google.com/permissions/geoguidelines/atrrguide.html> (or such other URL as Google may specify);
- (c) export Imagery outside of GCP;
- (d) permit a third-party service provider ("**Service Provider**") to access the Imagery for the sole purpose of configuring or making available the Imagery for the Customer's benefit, subject to the Customer Agreement and the following additional terms:
 - (i) Customer will remain liable for all subcontracted obligations and all of its Service Providers' acts or omissions, including confidentiality breaches;

(ii) the Service Provider can only use the Imagery for Customer's benefit, and the Service Provider must agree in writing to the terms of this Attachment 2; and

(iii) Customer will terminate Service Provider's Imagery access immediately when the Customer's agreement with the Service Provider terminates.

6.2 Perpetual License for Offline Imagery.

(a) During the license term specified in the Order Form, Customer may download the licensed Imagery files and use the downloaded files offline ("**Offline Imagery**") subject to the license in Subsection (b).

(b) Subject to the Imagery Terms (including Section 7 (Imagery License Restrictions) but not including Section 6.1 (Term-Based License)), Google grants to Customer a non-exclusive, non-sublicensable, non-transferable, perpetual license to use the Offline Imagery solely for internal purposes only (no third-party access). This perpetual license expressly excludes the rights described in Section 6.1(b) and (d) (distributing materials based on the Imagery to third parties and providing Service Providers with access to the Imagery).

7. Imagery License Restrictions. The Imagery license grants in Section 6 are subject to the following restrictions. Customer will not:

(a) sublicense, sell, rent, or lease the Imagery on a stand-alone basis to a third-party;

(b) use the Imagery for High Risk Activities;

(c) use the Imagery with any products, systems, or applications for or in connection with any of the following:

(i) real time navigation or route guidance, including turn-by-turn route guidance that is synchronized to the position of a user's sensor-enabled device; or

(ii) automatic or autonomous control of vehicle behavior.

(d) print more than five thousand copies of sales collateral materials containing a screenshot of the Imagery for purposes of commercial sales lead generation or incorporate the Imagery as a core part of printed matter (such as printed maps or guidebooks) that is redistributed for a fee; or

(e) give third-parties access to Imagery downloads or feeds.

8. Renewing the Imagery License.

8.1 Renewal. Customer may renew its Imagery license agreement by paying the applicable renewal fee.

8.2 Updated Imagery.

(a) Upon Customer's payment of the applicable renewal fee, Google will replace the prior-term's Imagery with updated Imagery, if available, for the same coverage area.

(b) Customer may decline the updated Imagery and retain the prior-term's Imagery, but this will not reduce the applicable renewal fee.

(c) For an additional fee, Customer may not only license the updated Imagery but also retain previously licensed prior-term Imagery.

9. Non-Renewal of Imagery License. If Customer does not renew the Imagery license agreement (or does not pay the applicable renewal fee), all Imagery in Customer's GCP account will be permanently deleted and will no longer be accessible, except that Customer may still access Offline Imagery subject to Section 6.2 (Perpetual License for Offline Imagery).

Addendum 1

Google Imagery Eligible Entities

Related Entities that are licensed to have access to Google Imagery include: all departments within the county as well as all cities and towns incorporated within the county. Authorized contractors and partners (e.g., State agencies) of the county or of other entities eligible for access to the imagery may use the imagery to support joint efforts on behalf of, or with the County.