



COUNTY OF KENDALL, ILLINOIS
ADMIN HR COMMITTEE
County Office Building
County Board Room 210
Monday, November 4, 2019 at 5:30p.m.

MEETING AGENDA

- 1. Call to Order**
- 2. Roll Call:** Elizabeth Flowers (Chair), Scott Gengler, Judy Gilmour, Matthew Prochaska, Robyn Vickers
- 3. Approval of Agenda**
- 4. Approval of Minutes from October 16, 2019**
- 5. Department Head and Elected Official Reports**
- 6. Public Comment**
- 7. Committee Business**
 - *Alliant FY20 Insurance Renewal*
 - *Kendall County Drug and Alcohol Testing Policy*
 - *Discussion of Subscription for Aerial Imagery*
- 8. Executive Session**
- 9. Items for Committee of the Whole**
- 10. Action Items for County Board**
- 11. Adjournment**

If special accommodations or arrangements are needed to attend this County meeting, please contact the Administration Office at 630-553-4171, a minimum of 24-hours prior to the meeting time

COUNTY OF KENDALL, ILLINOIS
ADMIN HR MEETING
County Office Building
111 W. Fox Street, Room 210; Yorkville
Wednesday, October 16, 2019

CALL TO ORDER - Committee Chair Elizabeth Flowers called the meeting to order at 5:30p.m.

ROLL CALL

Attendee	Status	Arrived	Left Meeting
Elizabeth Flowers	Present		
Scott Gengler	ABSENT		
Judy Gilmour	Here		
Matthew Prochaska	Here		
Robyn Vickers	Here		

Others in Attendance: Meagan Briganti, Scott Koeppel,

APPROVAL OF AGENDA – Motion made by Member Vickers second by Member Prochaska to approve the agenda. With four members voting aye, the agenda was approved by a 4-0 vote.

APPROVAL OF MINUTES – Motion made by Member Prochaska, second by Member Vickers to approve the October 7, 2019 minutes. With four members voting aye, the minutes were approved by a 4-0 vote.

DEPARTMENT HEAD AND ELECTED OFFICIAL REPORT - None

PUBLIC COMMENT - None

COMMITTEE BUSINESS

- *Kendall County Drug and Alcohol Testing Policy* – Ms. Johnson explained that at the September 18th, meeting there were two follow up questions to the proposed Drug and Alcohol Policy prepared at the SAO. The first question asked had to do with where the clause prohibiting employees from using cannabis 4 hours before work came from? SAO staff used 4 hours as that is the industry standard. The next question was about CDL drivers or employees paid by Federal grants. Ms. Johnson explained that there are no employees under the County Administrator that are currently impacted by CDLs and grants.

Mr. Koeppel indicated that he went to a seminar and the attorney doing the presentation recommended not to pre-employment screen for cannabis as there could be a privacy related lawsuit filed. Once the employee is on board then testing can

occur. Member Gilmour asked about other drugs. Mr. Koeppel indicated that yes there would still be testing for illegal drugs, however with cannabis and alcohol the recommendation is to not test as we can draw a privacy and or discrimination complaint. Member Flowers asked about doing just positive/negative testing for pre-employment testing. Mr. Koeppel answered yes. Member Vickers stressed that she didn't want to be sued so she was okay with no pre-employment testing for cannabis. Member Gilmour asked about employees who drive but who don't have CDLs. Mr. Koeppel answered that they would be tested if they were in an accident or if there was reasonable suspicion. The hesitation with pre-employment testing is they candidates are not County employees yet. Member Gilmour asked about how the SAO has the pre-employment test in their draft policy? Mr. Koeppel will research this, however this draft may have come from early on in the process. Mr. Koeppel also indicated a separate memo can be signed if the County ever gets a grant funded position. Ms. Johnson indicated that a possible compromise is to do pre-employment testing with just a positive/negative test. Member Flowers stated that perhaps separate pre-employment testing language would work. **Motion made by Member Prochaska, second by Member Gilmour to postpone to the Nov. 4th Admin HR Meeting to inquire about pre-employment testing and positive/negative only results with SAO. With all members present voting aye the motion carried.**

- *Approval of County Employee Wellness Program effective January 1, 2021, with mandatory physical/health screening to be completed by November 30-* Mr. Koeppel explained that this is an annual item. Because of some possible changes there are a few changes this year. **Member Prochaska asked unanimous consent to leave the item over to after Executive Session, Member Vickers second. With all members present voting aye the item was postponed.**
- *Discussion of 2020 Aerial Imagery Invitation to Bid –* Ms. Briganti explained that she received a request from the Assessor's Office for aerial images. In the packet is the draft Invitation to Bid. The language from the last Bid document was changed as it had a lot of detail that is considered industry standard and not relevant to the bid. Ms. Briganti indicated that she used the language from the Parcel Fabric bid that went out last month and that was reviewed by the SAO. Ms. Briganti also noted that there is a penalty clause that she'd like to keep as in the past the deliverable language was 6 months. She'd like it changed to 3 months. Member Flowers indicated that she would like to keep the penalty clause. Member Prochaska asked about other legal language. Mr. Koeppel stated that any contract would be reviewed by the SAO, this is just the Invitation to Bid. **Member Prochaska made a motion to approve the 2020 Aerial Imagery Invitation to Bid, second by Member Vickers. With all members present voting aye the motion carried.**

EXECUTIVE SESSION - Member Flowers made a motion to enter into Executive Session for the purpose of the review of discussion of minutes of meetings lawfully closed under the Open Meetings Act, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes as mandated by Section 2.06, 5ILCS 120-2 and Collective negotiating

matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees, second Member Prochaska.

Roll Call: Member Flowers-Aye, Member Gengler- Absent, Member Gilmour-Yes, Member Prochaska-Yes, Member Vickers-Yes. With four members present, the committee entered into Executive Session at 6:07p.m.

Reconvened in Open Session at 6:13pm

COMMITTEE BUSINESS -

- *Approval of County Employee Wellness Program effective January 1, 2021, with mandatory physical/health screening to be completed by November 30, 2020- Member Prochaska made a motion, second by Member Vickers to forward the Approval of County Employee Wellness Program January 1, 2021 to the County Board for approval. With all Members present voting ave the motion carried.*

ITEMS FOR COMMITTEE OF THE WHOLE – None

ACTION ITEMS FOR COUNTY BOARD

- *Approval of County Employee Wellness Program effective January 1, 2021, with mandatory physical/health screening to be completed by November 30 – November 5th, Board Meeting*

ADJOURNMENT – Member Prochaska made a motion to adjourn the meeting, second by Member Vickers. With four members voting ave, the meeting adjourned at 6:18 p.m.

Respectfully Submitted,

Mera Johnson
Risk Management and Compliance Coordinator



Kendall County

Insurance Proposal

Presented by:
Dane Mall
Lead Public Entity Risk Advisor
Account Executive

Samantha Shock, AINS, CISR
Account Manager

October 31, 2019

Services may be provided by Mesrow Insurance Services, Inc., an Alliant-owned company, and Alliant Insurance Services, Inc.
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Executive Summary

The Public Entity Professionals of Alliant Insurance Services, Inc. would like to thank you for the opportunity to present the December 1st, 2019 to 2020 insurance proposal to Kendall County. In our inaugural year as the County's broker, we have enjoyed working with County staff and have learned a great deal about the County's operations and exposures.

This renewal term Alliant was asked to negotiate the insurance renewal with the County's long-term, incumbent insurance carrier partner, the Illinois Counties Risk Management Trust (ICRMT), administered by the Illinois Program Manager's Group (IPMG). ICRMT is owned by its members and provides an all-in-one approach to risk management, claims administration, and coverage for the County. As one of the largest intermediaries with ICRMT, we were successful in obtaining competitive pricing in the face of a continued hardening insurance marketplace and a significant increase in the County's exposure base.

Of note, the primary difference in this year's renewal (in comparison to last year) is the removal of the Kendall County Forest Preserve as a named insured to the policy. Alliant worked closely with Forest Preserve and County staff to provide an insurance program structure for the Forest Preserve that more closely aligned its size, exposure and appetite for risk. Following a competitive solicitation we were successful in negotiating a competitive premium, lower deductibles and consistent coverage with the County's carrier, ICRMT. County staff will continue to help support the Forest Preserve through combined access to risk management and safety training as well as claims processing with the claims administrator, IPMG.

The removal of the Forest Preserve as a co-named insured with the County will result in a 4% or \$27,426 decrease in premium when compared to the expiring (2018-2019 policy) combined Forest Preserve and County program.

Other factors impacting the renewal, most notably, are the following.

- Property Exposure- most notably, exposure increases in the property schedule, employee payroll, loss experience and several significant coverage enhancements noted below.
- Workers' Compensation- Increase in payroll
- Workers' Compensation- The County's experience modification rate decreased from 1.35 to 1.04 due to favorable employee injury experience and claim development.

Enclosed are highlights of our renewal proposal. These include:

- Tower illustration for recommend renewal program
- Premium summary and comparison
- Workers compensation payroll and rating summary

Workers' Compensation

The 2019-2020 policy term provides insurance terms that are identical to the expiring premium with the exception of any changes in exposure values (i.e. removal of the Forest Preserve as a co-named insured) as outlined in this proposal. Therefore, the self-insured retention (SIR) remains at \$250,000 for the workers' compensation coverage. The SIR of \$250,000 is the "out

of pocket” amount that the Village pays on each loss/claim and expenses. If or when a claim’s paid amount exceeds a \$250,000, the carrier pays the amount above the retention. ICRMT’s Third Party Administrator Division, IPMG, manages and administers the claims and provides loss control services.

The County’s estimated payroll is \$21,703,488 for 2019-2020. Again, this excludes payroll from the Kendall County Forest Preserve District. For the 2019-2020 term, the annual workers’ compensation premium is \$156,177, and is subject to audit upon completion of the policy term. The exclusion of the Forest Preserve makes it difficult to accurately make an apples-to-apples comparison with last years’ payroll and premium amounts. However, of importance, the County’s experience modification rate decreased from 1.35 to 1.04 due to favorable employee injuries and claim development. Also, had the Forest Preserve District remained a co-named insured with the County, the premium would have been \$8,603 more.

Liability

This coverage category includes Automobile Liability, General and Products Liability, Employee Benefits Liability, Employment Practices Liability, Law Enforcement Liability and Public Officials Liability.

The County maintains varying deductible levels for liability coverage as is illustrated in tower illustration of the proposal.

For the 2019-2020 term, the annual combined liability premium is \$507,508. Again, this excludes the Forest Preserve exposure. Of interest, had the Forest Preserve remained a co-named insured with the County, the premium would have been \$27,375 more.

Property Including Inland Marine, Equipment Breakdown and Business Income and Crime

This coverage category includes Property (Buildings/Contents), Inland Marine, Equipment Breakdown and Business Income and Crime. The building and contents (including EDP) values utilized for this renewal are \$119,413,845 an increase of 8%, due to a property appraisal conducted during 2019. The deductible remains at \$10,000.

Cyber Liability Coverage

The County’s expiring Cyber Liability insurance coverage is placed with Axis Insurance and has been for a number of years. To obtain competitive options, Alliant conducted a comprehensive solicitation of quotations from the cyber liability marketplace in order to review available limit and deductible alternatives. The cyber liability summary outlines the best available options from the marketplace at this time.

Drone Coverage

The County has one drone in use at the Sheriff's Department. The Sheriff's Office requested a competitive quotation during the policy period. The coverage is currently placed through a different broker. Alliant provided a quotation from ICRMT during the policy period but was not selected for purchase.

Conclusion

Thank you so much for the opportunity to present the renewal results. We at Alliant Insurance Services, Inc. are pleased with the renewal results in light of the hardened insurance marketplace and increase in the County exposure base. We are very excited for the coming year to service Kendall County's property & casualty insurance needs, and look forward to our annual stewardship meeting to share the 2019 year-in-review.

We welcome discussion regarding this proposal and thank you for the privilege of partnering with Kendall County.

Premium Summary

	ICRMT	ICRMT
	2018/2019 Renewal Premium	2019/2020 Renewal Premium
Package - ICRMT	\$515,669	\$507,508
Flood and Earthquake	Included	Included
Property	Included	Included
Inland Marine	Included	Included
Crime	Included	Included
Machinery Breakdown	Included	Included
General Liability	Included	Included
Business Auto	Included	Included
Law Enforcement	Included	Included
Public Officials Liability	Included	Included
Employment Practices Liability	Included	Included
Excess Liability	Included	Included
	ICRMT	ICRMT
Workers Compensation	\$175,443	\$156,177
	ICRMT	ICRMT
Annual Sub Total	\$691,112	\$663,685
Cyber Liability	\$6,132	TBD
Annual Sub Total	\$697,244	TBD
<i>Broker Service Fee</i>	<i>\$49,000</i>	<i>\$49,000</i>
	Alliant/Mesrow	Alliant/Mesrow
	\$746,224*	\$712,685 (w/o Cyber)

*Includes policy fees and surplus lines taxes/fees if applicable

Kendall County 2019-2020
Cyber Quotation Options

Terms	BCS			BCS			BCS		
	Limit	Ded.	Limit	Ded.	Limit	Ded.	Limit	Ded.	
3rd Party Legal:									
Media Liability	1M	10K	1M	25K	25K	25K	25K	25K	
Security & Privacy Liability	1M	10K	1M	25K	25K	25K	25K	25K	
Regulatory Fines & Penalties	1M	10K	1M	25K	25K	25K	25K	25K	
3rd Party Aggregate Limit	1,000,000		1,000,000		3,000,000		3,000,000		
1st Party Costs/Expenses:									
Notification Costs	1M	10K	1M	25K	3M	10K	3M	25K	
Crisis Management Expenses	1M	10K	1M	25K	3M	10K	3M	25K	
Cyber Investigation Expenses	1M	10K	1M	25K	3M	10K	3M	25K	
Data Restoration	1M	10K	1M	25K	3M	10K	3M	25K	
Business Interruption	1M	12 hours	1M	12 hours	3M	12 hours	3M	12 hours	
Cyber Extortion	1M	10K	1M	25K	3M	10K	3M	25K	
PCI Fines and Penalties	1M	10K	1M	25K	3M	10K	3M	25K	
Reputational Harm Coverage	1M	10K	1M	25K	3M	10K	3M	25K	
Dependent Business Interruption	1M	10K	1M	25K	3M	10K	3M	25K	
Criminal Reward Fund	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
Cyber Crime Coverage	100K	10K	100K	25K	100K	10K	100K	25K	
Includes Full Prior Acts	1,000,000		1,000,000		3,000,000		3,000,000		
First Party Aggregate Limit	1,000,000		1,000,000		3,000,000		3,000,000		
Total Policy Aggregate Limit	1,000,000		1,000,000		3,000,000		3,000,000		
Single Policy Aggregate Limit Cost	\$9,513		\$5,047		\$9,798		\$7,571		
Carrier Fee	\$0		\$0		\$0		\$0		
Broker Fee	\$0		\$0		\$0		\$0		
Surplus Lines Tax	\$0		\$0		\$0		\$0		
TRIA (if elected)	\$95		\$90		\$90		\$76		
Stamping Fee	\$0		\$0		\$0		\$0		
Total Final Price with Taxes/Fees	\$6,578		\$5,097		\$9,987		\$7,547		



Insurance Company	A.M. Best Rating	Line of Coverage	2019-2020 Market Responses
		Cyber Liability	
AXIS Insurance Co. (Incumbent)	A+ XV		Quoted, Increase in premium & Increase in Deductible-from \$10,000 to \$25,000 +\$1,911 over last year
At-Bay			Declined-Security Scan showed network security issues.
Beazley Insurance Company	A, XV		Quoted- Multiple limit/retention options provided-Pricing not competitive.
Ascent	Not Rated		Quoted- Multiple limit/retention options provided-Pricing not competitive
CFC	A, XV		Quoted- Multiple limit/retention options provided. Pricing not competitive
Hiscox Insurance Company	A XI		Quoted - \$1M/\$1M limit with \$10K retention. \$4,227(+tax & fees) * Hiscox would not offer another retention option
Corvus	Not Rated		Quoted -\$1M/\$1M limit with \$25K retention. \$16,535 premium (+ tax & fees) * Security scan shows network security issues.
BCS	A-		Quoted -\$1M/\$1M limit -Multiple retention options provided. See Cyber Coverage options quote page.
NAS	Not Rated		Quoted- 1M/1M limit with \$25K retention. \$6,701 premium (+Tax & Fees)* NAS will not quote more than \$1M for this type of class of business.
ICRMT	Not Rated		Pricing not competitive

Kendall County 12/1/2019 – 12/1/2020



\$10M occ Excess Limit ICRMT \$1,000,000 Sublimit- Physical & Sexual Abuse (Retro Date 12/1/06) \$25,000 DED	\$10M occ Excess Limit ICRMT	\$10M occ Excess Limit ICRMT	\$10M occ Excess Limit ICRMT	Building Limit \$110,617,445 Flood + Earthquake \$10,000,000 \$50,000 DED BPP & EDP \$8,796,400 Mobile Equipment & IM \$3,557,910 Equipment Breakdown \$100,000,000 ICRMT	135 Vehicles Total \$5,331,607 ICRMT	\$1,000,000 ICRMT	Statutory \$2,500,000 ICRMT	\$TBD BCS
\$3M Agg \$1M Occ \$10,000 Deductible	\$3M Agg \$1M Occ \$25,000 Deductible	\$1M Occ \$10,000 Deductible.	\$50,000 Deductible	\$10,000 Ded \$10,000 Inl Mar DED	\$10,000 Ded. ICRMT	\$250,000 SIR	TBD DED	

General Liability & Employee Benefits Liability & EMT Liability
 EBL Claims Made 12/01/2013
 Law Enforcement Liability
 Prior Acts 10/18/1978
 Automobile Liability
 Defense Inside Limit
 Public Officials & Employment Practices
 Claims Made 10/18/78
 Property
 Building & Contents BE/EE & Utility DED: 24 Hrs
 Auto Physical Damage Limit
 Comprehensive + collision coverage
 Employee Dishonesty And Money & Securities Funds Transfer Fraud
 Workers Compensation Employers Liability
 Cyber Liability

All coverages and exclusions are not included on this page. Please refer to policy for all applicable terms and conditions. Additional limits and/or changes may be available after review and acceptance by insurer. Chart is not to scale.



Kendall County - Premium and Expense Summary

	Expiring Annual Premium 12/1/2018 to 12/1/2019 (Includes Kendall County Forest Preserve)	Renewal Premium 12/1/2019 to 12/1/2020 (Excludes Kendall County Forest Preserve)	Incr/Dec
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Premium - Annualized

Property & Liability Package Premium	\$ 515,669	\$ 507,508	-1.583%
Workers Comp Premium	\$ 175,443	\$ 156,177	-10.98%
Premium	\$ 691,112	\$ 663,686	-3.97%
		\$	(27,426)

Exposure Changes (County Only)

	Pre- Appraisal	Post - Appraisal	Inc/Dec
Building Values	\$ 97,370,070	\$ 110,617,445	14%
Contents	\$ 8,694,457	\$ 8,796,400	1%
Total Values	\$ 106,064,527	\$ 119,413,845	13%
Vehicles *	140	135	-4%
Experience Modifier *	1.35	1.04	-23%

*Includes Forest Preserve in values

DRUG AND ALCOHOL USE/ABUSE POLICY

A. Scope

This policy applies to all employees, interns and volunteers of the County (shall herein be referred to collectively as "employees" for purposes of this policy only) while on the job and to situations where an employee's off-the-job or off-premises conduct impairs work performance or undermines the public confidence in, or harms the reputation of the County. This policy shall also apply to all candidates for employment with the County who have been given conditional offers of employment. Such persons are responsible to be familiar with and comply with this policy.

The provisions of this policy are subject to any federal, state, or local laws that may prohibit or restrict their applicability, and testing for drugs and alcohol shall be conducted in accordance with and limited by such laws, notwithstanding any terms of this policy to the contrary. No part of this policy, nor any of the procedures hereunder, guarantees employment, continued employment, or terms or conditions of employment or limits in any way Kendall County's right to manage the workplace and/or discipline employees of the County.

B. Definitions

For purposes of this policy only, the following definitions shall apply:

1. **Drug**: includes any and all of the following:
 - a. Any controlled substance as defined in the Illinois Controlled Substances Act (720 ILCS 570/100 *et seq.*);
 - b. Cannabis as defined in Section 1-10 of the Illinois Cannabis Regulation and Tax Act (if Illinois House Bill 1438 is adopted into law) and Section 3(a) of the Illinois Cannabis Control Act;
 - c. A prescription drug prescribed to the employee but is not taken in accordance with the prescription given to the employee;
 - d. A prescription drug for which the employee has no valid prescription; and
 - e. Over-the-counter medications not used in accordance with product and/or physician instructions.
2. **Alcohol**: includes all alcohol, spirits, wine, beer and alcoholic liquor as defined in Sections 1-3.01 through Section 1-3.05 of the Illinois Liquor Control Act (235 ILCS 5/1-3.01 *et seq.*)

3. **County property:** includes all land, buildings, structures, real property, parking lots, and means of transportation owned by, rented or leased by or to Kendall County.
4. **Safety sensitive function:** includes a job in which the employee is directly responsible for the employee's own safety or the safety of other people. It can also refer to a job where an impairment, such as drug or alcohol use, can put a worker or others at risk of harm.

C. Policies

It is the responsibility of both Kendall County and the employee to maintain a healthy and efficient workforce free from the effects of drug and alcohol abuse. Consistent with this goal and in response to the requirements of the Illinois Drug Free Workplace Act (30 ILCS 580/1-11), Kendall County has developed the following Drug and Alcohol Policy:

1. Kendall County prohibits the following:
 - a. The possession, use, sale, transportation, distribution, manufacturing, and dispensing of drugs (including, but not limited to controlled substances and cannabis), drug paraphernalia, and/or alcohol, by anyone while on County property or while on business for the County, except in accordance with job duty requirements.
 - b. Being impaired or under the influence of drugs or alcohol away from County property, if such impairment or influence adversely affects the employee's work performance, the safety of the employee or others, or puts at risk the County's reputation.
 - c. Possession, use, solicitation for, or sale of drugs or alcohol away from County property, if such activity or involvement adversely affects the employee's work performance, the safety of the employee or others, or puts at risk the County's reputation.
2. It is the responsibility of all County employees to report to their immediate supervisor when reasonable suspicion exists that another employee is impaired or under the influence of drugs or alcohol while on County property and/or while on business for the County.
3. Any employee convicted of any criminal drug statute violation shall notify Kendall County and the employee's immediate supervisor of such conviction in writing no later than five (5) calendar days after such conviction, unless the conviction has been sealed, expunged or impounded under Section 5.2 of the Criminal Identification Act.

4. The County will not penalize an employee or applicant solely for (a) his/her status as a registered qualifying patient or registered designated caregiver under the Compassionate Use of Medical Cannabis Pilot Program Act or (b) the employee's use of a prescription drug for which the employee has a valid prescription and for which the employee is taking the prescription drug in accordance with their doctor's instructions, unless failing to do so would put the County in violation of federal law or unless failing to do so would cause the County to lose a monetary or licensing-related benefit under federal law or rules. The County prohibits an employee's use and storage of medical cannabis on County property and/or while performing their assigned job duties for the County. The employee shall promptly notify Kendall County and the employee's immediate supervisor (in writing, if possible) if (a) the employee is a registered qualifying patient/registered designated caregiver and the lawful use of the medical cannabis would affect the employee's ability to safely and effectively perform the duties of their job or (b) the employee is lawfully using a prescription drug for which the employee has a valid prescription and the lawful use of the prescription drug would affect the employee's ability to safely and effectively perform the duties of their job.

5. Effective January 1, 2020, the Illinois Cannabis Regulation and Tax Act will allow the recreational/non-medical use of cannabis in the State of Illinois. Section 10-50 of the Illinois Cannabis Regulation and Tax Act allows employers like Kendall County to adopt a "zero tolerance" policy. As such, the County hereby adopts a "zero tolerance" policy and states that employees are prohibited from:
 - Being under the influence of recreational/non-medical use cannabis while on County property; while performing the employee's job duties; during compensated time; and/or while the employee is on call for the County;
 - Using, selling, distributing, and/or possessing recreational/non-medical use cannabis while on County property; during compensated time; while performing the employee's job duties for the County; and/or while the employee is on call for the County, except in accordance with job duty requirements;
 - Using recreational/non-medical use cannabis four (4) or fewer hours before performing job functions that may involve safety-sensitive duties;
 - Reporting for duty or remaining on duty while under the influence of recreational/non-medical use cannabis;
 - Using recreational/non-medical use cannabis during eight (8) hours following a work-related accident, or until undergoing a post-accident test; or
 - Refusing to take a drug and alcohol test in accordance with the testing procedures set forth below.

6. With respect to alcohol, the County hereby adopts a “zero tolerance” policy and states that employees are prohibited from:
 - Being under the influence of alcohol while on County property; while performing the employee’s job duties for the County; during compensated time; and/or while the employee is on call for the County;
 - Using, selling, distributing and/or possessing alcohol while on County property; while performing the employee’s job duties; during compensated time; and/or while the employee is on call for the County, except in accordance with job duty requirements;
 - Using alcohol four (4) or fewer hours before performing job functions that may involve safety-sensitive duties;
 - Reporting for duty or remaining on duty while under the influence of alcohol;
 - Using alcohol during eight (8) hours following a work-related accident, or until undergoing a post-accident test; or
 - Refusing to take a drug and alcohol test in accordance with the testing procedures set forth below.
7. Any alcohol and/or drug that could affect performance of job duties is prohibited. This includes the use of any drug, except by doctors’ prescription and only then if the doctor has advised the employee that the drug will not adversely affect the employee’s ability to safely perform their job duties. It is the employee’s responsibility to promptly inform (in writing, if possible) Kendall County and the employee’s immediate supervisor if the employee is taking an over-the-counter medication and/or lawfully prescribed medication that may affect the employee’s ability to safely and effectively perform the duties of their job.
8. An off-duty employee shall not drive a vehicle for work-related purposes, **come into work or perform work duties** within two (2) hours after the employee has consumed any one or more of the following: alcohol, medical cannabis, recreational/non-medical use cannabis (effective January 1, 2020), a prescription medication/controlled substance for which the employee has a valid prescription and the employee’s prescribed medication/controlled substance impairs the off-duty employee’s physical and/or mental capacities, and/or any other drugs (as defined above in Section B(1) of this Policy).
9. Any employee who violates this policy may be subject to disciplinary action up to and including termination of employment.
10. If the employee’s employment is not terminated as a result of the employee’s violation of this policy, the employee may be required to enroll

in a drug or alcohol counseling rehabilitation or assistance program (EAP) at the employee's expense. If any employee who is in need of the EAP refuses to cooperate and/or attend the EAP, such conduct may constitute grounds for immediate termination of employment. Also, any employee who violates this policy and/or any employee who participates in an EAP and then violates this policy for a second time may be subject to immediate termination of employment. Any employee who is required by this policy to satisfactorily participate in an EAP shall furnish to his or her supervisor written proof of the satisfactory completion of the EAP.

C. Procedures

To provide a safe drug and alcohol free working environment, the County shall:

1. Provide increased awareness through training, education and communication of the subject of alcohol and other drug abuse.
2. Recognize that there may be employees who have an alcohol, drug or stress problem and stand willing to assist in the resolution of that problem by encouraging employees to seek help through the Employee Assistance Program.
3. Cooperate with outside law enforcement agencies.
4. Conduct alcohol and drug testing in accordance with the Employee Testing Policy as set forth below.
5. Take any other actions deemed necessary and appropriate including, but not limited to, disciplinary action up to and including termination of employment.

D. Employee Testing

Because the public has the absolute right to expect the County to work toward reducing the probability of accidents or incidents related to the misuse of alcohol or drugs the County requires the testing of employees and mandates an anti-drug and alcohol misuse prevention program.

1. **When Testing May Occur:** Employees working for the County may be required to submit to drug and alcohol testing, by breathalyzer test, urinalysis test and/or other appropriate drug and/or alcohol testing, in any one or more of the following situations:
 - Pre-employment;
 - Post-accident;
 - Reasonable suspicion;

- Return to duty, when an employee has violated the prohibited drug and alcohol standards.
- **Safety Sensitive Positions**

Anyone who suffers a reportable accident on County property and/or time must report it within one (1) hour to his or her immediate supervisor or manager, so that proper action and or medical treatment may be provided. Failure to report any injury immediately may be grounds for disciplinary action up to and including termination of employment. An employee will be tested for the use of controlled substances and/or alcohol as soon as possible, after a reportable accident occurring while on County property or time and involving said employee, if it appears drug or alcohol use is reasonable believed or may have been a contributing factor. If a positive test result is received following a post-accident drug and or alcohol test, then the employee will be subject to disciplinary action up to and including termination of employment

For purposes of this policy, "reasonable suspicion" means that the County's representatives have observed and can describe specific symptoms of an employee while working that decrease or lessen his or her performance of the duties or tasks of the employee's job position, including, but not limited to symptoms related to the employee's speech, breath, physical dexterity, agility, coordination, demeanor, irrational or unusual behavior, negligence or carelessness in operating equipment or machinery, disregard for the safety of the employee or others, or involvement in an accident that results in serious damage to equipment or property, or carelessness that results in any injury to the employee or others, or detection of alcohol, drug and/or drug paraphernalia in the area where an employee has/had been working.

The following employees must first be given a reasonable opportunity to contest the basis of the suspected impairment before being subject to discipline based on a reasonable suspicion of impairment:

- A registered qualifying user of medical cannabis under the Compassionate Use of Medical Cannabis Pilot Program Act;
- An employee taking a prescription drug for which the employee has a valid prescription; and
- An employee that is under the influence or impaired by cannabis, but only if Illinois House Bill 1438 (also known as the "Illinois Cannabis Regulation and Tax Act") is adopted into law in the State of Illinois after the effective date of this Employee Handbook.

Upon receipt of a contingent offer of employment, candidates for safety-sensitive or security-sensitive positions will be subject to pre-employment drug testing. Individuals to whom a contingent offer is made whose pre-employment drug test returns positive (except with respect to legally prescribed drugs and over-the-counter medications) will be ineligible for employment.

As Kendall County is a drug-free workplace, it reserves the right to conduct random testing on employees with safety-sensitive or security-sensitive job duties. Where random testing is prohibited or restricted by applicable federal, state or local statute or regulation, or other legally-binding agreement, the County will conform to all applicable laws, regulations, and/or agreements notwithstanding the provisions of this policy.

2. What Will Be Tested:

a. **Controlled Substances:** Drug testing shall include, but is not limited to, testing of the following panel of drugs:

- Marijuana THC (metabolite)
- Cocaine, any form or derivative thereof
- Amphetamines (including methamphetamines)
- Opiates (including heroin, opium, etc.)
- Phencyclidine (PCP)

When the Illinois Cannabis Regulation and Tax Act becomes effective on January 1, 2020, “under the influence” or “impaired” by cannabis shall be defined for purposes of this Drug and Alcohol Policy as having a tetrahydrocannabinol concentration of 5 nanograms or more in the employee's whole blood or 10 nanograms or more in another bodily substance of the employee. Also, an employee found to have a tetrahydrocannabinol concentration of 2.5 nanograms or more in the employee's whole blood or 5 nanograms or more in another bodily substance of the employee shall not perform nor be permitted to perform any job functions for at least 24 hours following the test result and may be subject to the same procedures as a positive test result, which may include disciplinary action, not to exclude termination of employment.

b. **Alcohol:** For purposes of this Employee Testing Policy, “under the influence of alcohol” shall be defined as breath alcohol test results with an alcohol concentration of 0.08% or above and shall be considered to be a positive test result. Also, an employee found to have an alcohol concentration of greater than 0.04% and less than 0.08% shall not perform, nor be permitted to perform any job functions for at least 24 hours following the test result and may be subject to the same procedures as a positive test result which may include disciplinary action, not to exclude termination of employment.

3. **Refusal To Test:** Refusal to submit to a required alcohol or drug test is prohibited. Refusal to submit to a test may result in the same procedures as a positive test

result which may include disciplinary action, up to and including termination of employment. Refusal to submit to a test shall be defined as:

- Failing to provide adequate samples for testing without medical reason;
- Failing to show up at the testing site when instructed;
- Engaging in conduct that obstructs the testing process; and/or
- Failing to comply with any of the procedures set forth in this policy.

4. **Confidentiality:** The employee's right to privacy will be respected, and the County shall keep the results of any testing strictly confidential to the extent required or permitted by applicable state and federal law. However, the County may use the results to decide upon an action to be taken towards an employee, or to the extent necessary, to defend its actions in any subsequent grievance, administrative proceeding or legal or other proceeding.

5. **Treatment:** An employee who voluntarily informs Kendall County that he/she has a drug or alcohol abuse problem and desires rehabilitation assistance may be granted a leave of absence, in accordance with the County's Family and Medical Leave Act Policy, provided the employee is otherwise eligible for such leave pursuant to the Family and Medical Leave Act Policy. The sole purpose of such leave is to obtain the necessary rehabilitation assistance. The employee may be required to periodically provide proof that he/she is participating in an appropriate rehabilitation or after-care program. Any employee who returns to work after completion of a rehabilitation program and who subsequently violates this policy may be immediately discharged without regard to a request for further rehabilitation.

6. **EAP:** Employees who have questions about this policy should contact Kendall County. The County shall continue to provide employees with access to an EAP similar to that which exists on the effective date of this Employee Testing Policy.

7. **Procedures for Testing:**

a. **Kendall County reserves the right to require an applicant to submit to alcohol and/or drug testing, only after an offer of employment has been made to the applicant. Applicants who test positive for drugs and or alcohol may have their offer of employment revoked.**

b. An applicant or employee shall be required to submit to alcohol and/or drug testing at a time and place designated by the County Board or their designee, or whenever in the sole opinion of the County Board or their designee, there is reasonable suspicion for such testing.

c. In the event of testing for reasonable suspicion, County Board or their designee shall provide the employee with notice of the basis for reasonable

suspicion. In addition, the County Board or their designee may require an employee to submit to alcohol and drug testing when an employee is involved in an on duty incident involving significant damage to property or personal injury to anyone. The County shall use only licensed clinical laboratories for such testing.

- d. All drug and alcohol tests will be conducted, reviewed and interpreted by professionally trained and certified technicians and/or medical review officers (MRO) who will follow a chain of custody, and other procedures prescribed by applicable state and federal laws, in order to ensure and confirm the accuracy of the test results. Test procedures shall conform to the NIDA Standards of the Federal Guidelines issued by the Department of Health and Human Services, Alcohol, Drug Abuse and Mental Health Administration. In the event there is a conflict between the procedures set forth in this policy and the NIDA standards, the NIDA standards shall control.
- e. In cases where an applicant or employee receives a negative-dilute test result, the applicant or employee may be required to re-take the test. If there is a second negative-dilute test result, it will be accepted as a negative test result.
- f. At the time of any urinalysis test, the employee may request that a blood sample be taken at the same time so that a blood test can be performed if the employee tests positive in the urinalysis test. If an employee tests positive in any such test, the test results shall be submitted to the County for appropriate action. A portion of the tested sample shall be retained by the laboratory so that the employee may arrange for a confirmatory test to be conducted by a licensed clinical laboratory of the employee's choosing and at the employee's expense.
- g. In cases where an employee is notified of a positive drug or alcohol test, the employee shall be removed from duty for up to 72 hours. The employee may request that the second sample of the split sample be tested, at their own expense. If the results of the second sample come back as negative, The County will reimburse the employee for the cost of the negative test.
- h. The employee shall have the right to dispute the administration of the test and/or the significance and accuracy of the test. Any such dispute shall be submitted in writing to the County.

8. Positive Test Results:

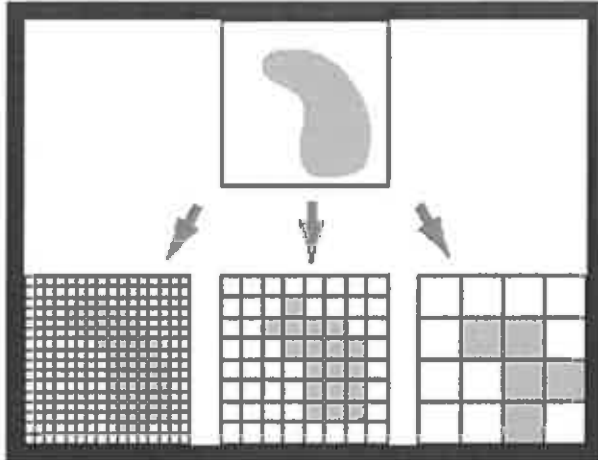
- a. If an applicant tests positive for drug(s) and/or alcohol in a test administered under this Policy, the Kendall County Board, in their sole discretion, may rescind any offer of employment made to the applicant.

- b. If an employee tests positive for drug(s) and/or alcohol in a test administered under this Policy, the Kendall County Board, in their sole discretion, shall have the right to discipline the employee, up to and including termination.

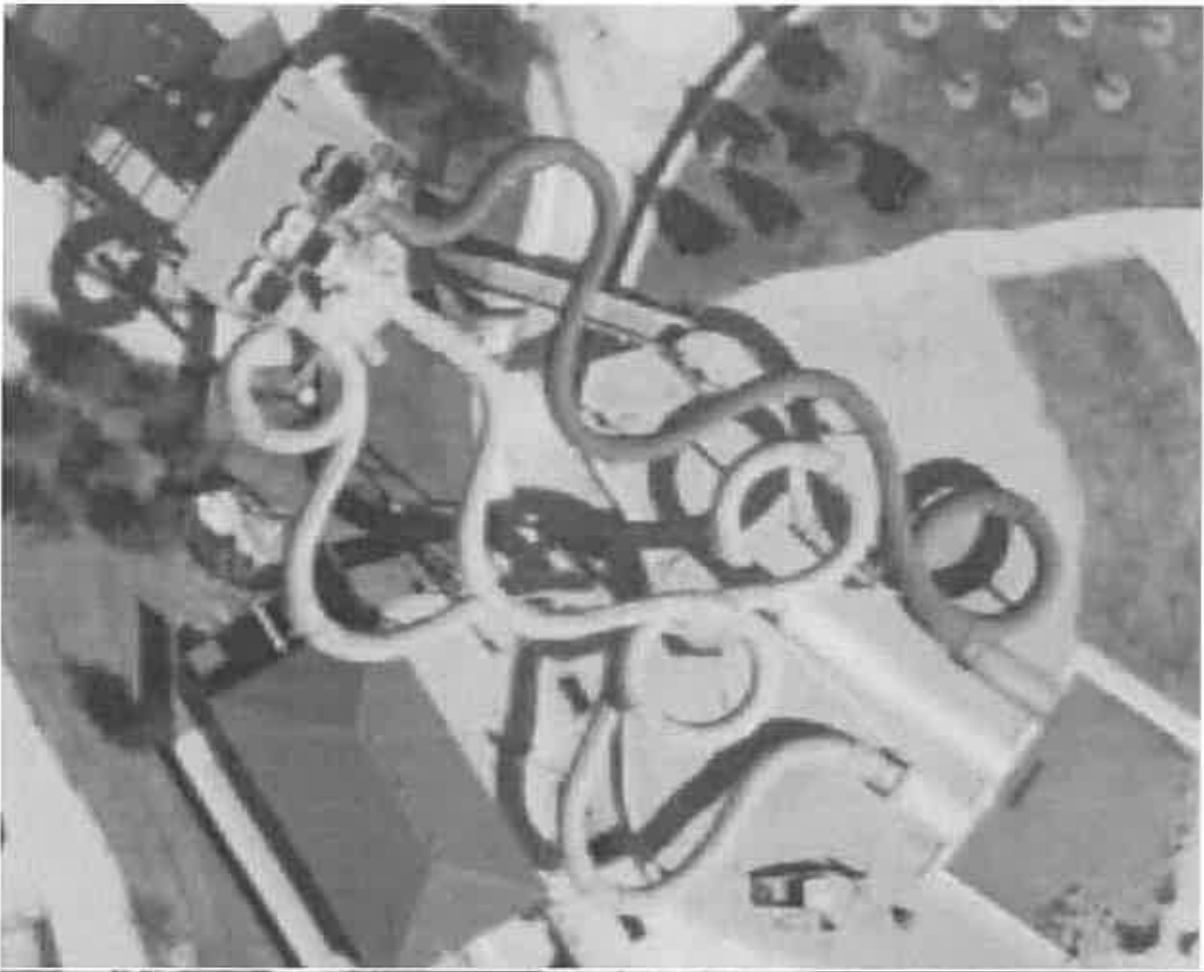
- c. If an employee tests positive and is not terminated, the Kendall County Board, in their sole discretion, reserves the right to offer participation in an approved alcohol rehabilitation or drug abuse assistance program, at the employee's cost, as an alternative to, or in conjunction with discipline. However, the employee must satisfactorily complete the program as a condition of continued employment. Upon the employee's return to work, the Kendall County Board, in their sole discretion, may require such employee to submit to a random urinalysis or other appropriate alcohol and/or drug tests during the twelve (12) month period following the date any employee tests positive in any test and returns to work. Any such random tests shall occur at times and places designated by the County. In the event such an employee tests positive again, the employee shall be immediately terminated.

Benefits of NearMap – SaaS Imagery

- Increase our aerial quality by a factor of 4



-
- Access to historical aerials that they have taken
- Receive 3 aerials per year over urbanized area (see map)
- Aerials can be viewed within weeks after the flight
- Full county flight every two years – not water marked, keep “forever” regardless of subscription
- Able to see new construction, compliance, and unreported changes without going into the field





Cedarhurst Retirement Home
June 2017, Nov 2017, July 2018, Oct 2018,
April 2019, July 2019





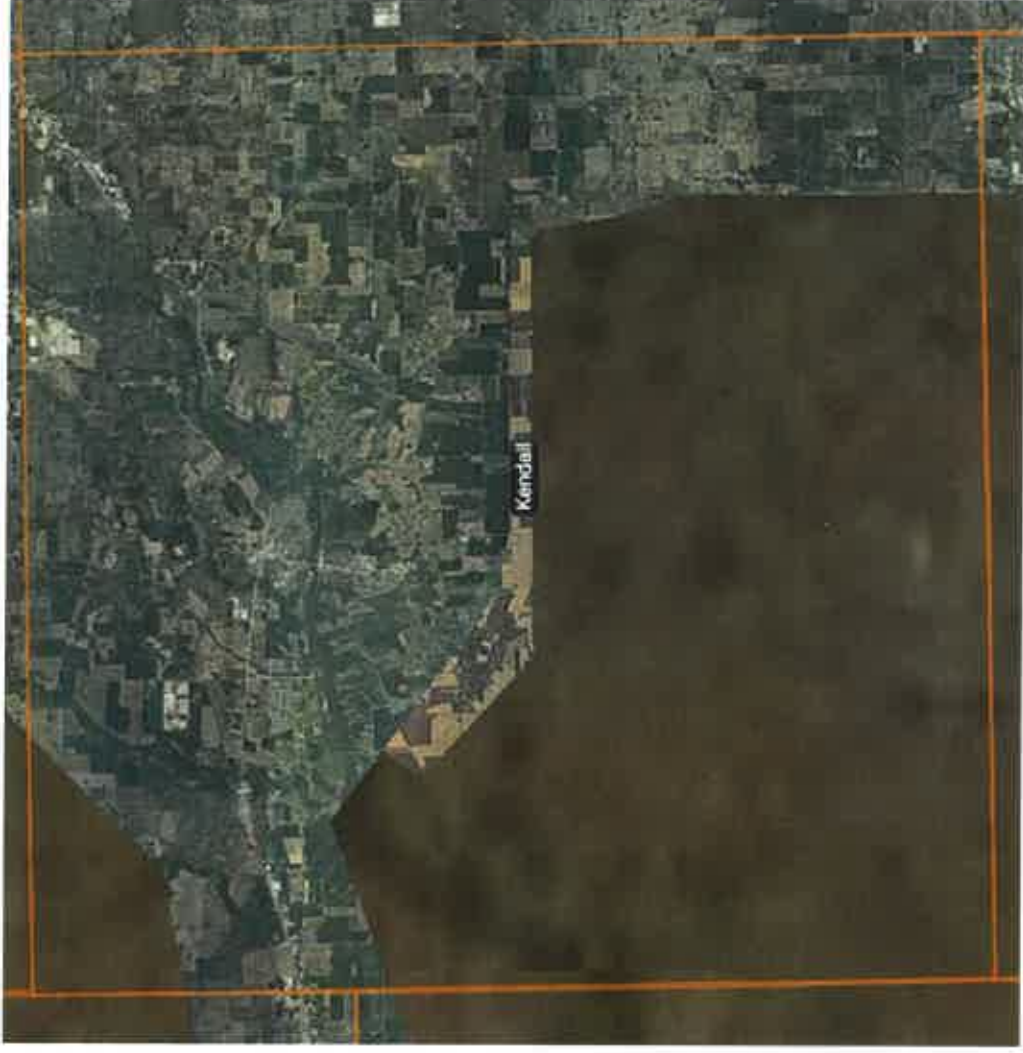
Vertical (July 2019)



Oblique (April 2019)

Hideaway Lakes

Kendall County Coverage





Partnership Proposal
10/25/2019
Prepared by:
Tyler Behle

Product/Feature Overview

Inclusion	Details
MapBrowser Access	Full access for assigned users to Nearmap's Classic and New MapBrowser applications.
Imagery Frequency	Standard capture program is 3 vertical + 1 oblique per year
API and integrations	Ability to pull Nearmap's imagery into other applications
County Expansion	Expansion to cover the full county 1x per year
On-Prem hard copy	On-Prem copy of full county
Multiyear agreement	2/4 year agreement with County expansion the first year/first and third year

Pricing Options

Feature Inclusion	Nearmap Advantage
Vertical/Oblique/Panorama Imagery	Yes
County Expansion	Yes
On Prem Copy	Yes
Multiyear agreement	Yes
2yr Price (1 full county flight)	\$27,500/annually
4yr Price (2 full county flights)	\$25,000/annually
3D Viewer (optional)	+20% off list
3D Export (optional)	+30% off list

*Additional 3D export available for \$250 per sq mile export



PLEASE READ THIS PRODUCTS AGREEMENT CAREFULLY. BY ACCEPTING THIS AGREEMENT EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR 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 and the Schedules, which together make up the legal agreement between the Licensee and Nearmap (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 Fee, Nearmap grants to the Licensee a limited, non-exclusive, non-transferrable license for the Term to use the Products in the Coverage Area for the Permitted Purpose (Licensee).
- 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 you exceed the total number of Authorized Users, you 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. The Licensee will receive notice of any pricing changes or changes to the terms of this Agreement prior to the commencement of each Renewal Term. If Auto Renew is marked "No" in the Quote, this section 1.3 is not applicable to the Licensee.
- 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 date of delivery from Nearmap.
- 1.5 **Acknowledge Nearmap source** The Licensee must expressly acknowledge Nearmap, in a reasonably prominent manner (by display of the Nearmap logo or other appropriate attribution), as the source of any Product or Derivative Works that the Licensee use, copy, modify or distribute. 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 **Periodic Data Allowance** Nearmap measures data usage by the Licensee under this License. In using the Products, the Licensee's consumption of data in the Period must not exceed the Periodic Data Allowance. The following conditions apply to the Licensee's Periodic Data Allowance:
 - (a) the Periodic Data Allowance used by the Licensee will be calculated at the end of every Period based on the total data usage of all users who access and use the Licensee's Nearmap account during that Period;
 - (b) If the Licensee elects to download Products available to the Licensee on the Website, this will be applied to the Periodic Data Allowance. The Licensee may have the option to elect to download high resolution images. Downloading these images will use a higher portion of the Periodic Data Allowance than downloading a lower resolution image;
 - (c) If the amount of data consumed by the Licensee in any given Period is less than the Periodic Data Allowance, the balance will not be rolled over to a following Period;
 - (d) the Licensee agrees that Nearmap may charge the Licensee additional fees, up to a maximum of the Excess Data Rate, for any use by the Licensee of the Products resulting in data consumption in excess of the Periodic Data Allowance;
 - (e) Nearmap will provide notice to the Licensee if it exceeds its Periodic Data Allowance for any Period; and
 - (f) If the Licensee exceeds the Periodic Data Allowance, Nearmap may, in its absolute discretion, elect to:
 - (i) restrict the Licensee's access to the Products until the Periodic Data Allowance is reset or until additional fees are paid; or
 - (ii) immediately cease the Licensee's access to the Products for the remainder of the Period.
- 1.7 **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 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 the Licensee's subsidiaries and affiliates).
- 2.4 **Employees** The Licensee may make Products available to any employee, 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. The Licensee is responsible and liable for any Authorized User 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 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 **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;
 - (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 (commercial or otherwise) e-mail or any material for marketing or publicity purposes, or any similar abuse of either;
 - (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 the 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.
- 2.8 **Breach** If the Licensee breaches any of sections 2.1 to 2.5 inclusive, Nearmap reserves its rights to terminate the Agreement in accordance with section 6.2, restrict the Licensee's access to the Products and/or take any other steps available to it at law.
3. **THE LICENSEE'S ACCESS TO PRODUCTS AND SERVICES**
 - 3.1 **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 user, by a different Authorized User to the person whom it was issued to 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 including but not limited to low resolution imagery for the remainder of the month;
 - (c) immediately cease the Licensee's access to the Product;

- (d) require the Licensee to pay for any additional charges in accordance with Nearmap's then current price list 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.
- 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 License, including without limitation protect its passwords and other log-in information. The Licensee shall notify Nearmap immediately of any known or suspected unauthorized use of the License or breach of its security and shall use best efforts to stop said breach.
- 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 accurate and complete records regarding its use of the Products and the Licensee shall permit Nearmap (or its auditors) access to the business location(s), books and records, employees and/or contractors 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 and in which case the audit period can be expanded.
- 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 6.2. Licensee must pay all invoices issued under this section within thirty (30) days following the date of invoice.

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.
- 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, 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 not made in full for any reason, the Licensee gives Nearmap permission to charge a Late Payment Fee and/or immediately limit or terminate access to the Products provided under this License.
- 4.7 Acceleration In the event of the Licensee failing to pay Nearmap the Fees in full in accordance with the terms of this Agreement, all Fees (whether accrued or not) will become immediately due and payable.
- 4.8 Amendments Fees at the end of the Term may only be increased 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 obligations 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; 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 Regardless of 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 License.

- 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 License 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, 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 Websites, the Products 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 or any Product will pass 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 use Nearmap trademarks to the extent necessary to comply with the Licensee's obligations under the Agreement.

- 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. The Licensee and Nearmap will jointly own all rights in and to any Product embedded in a Derivative Work.

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 agrees to comply with 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 (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/service-terms/>)

- (v) Trademark Use Guideline

(<http://aws.amazon.com/trademark-guidelines/>);

- (c) NASA/NCAB By entering into the Agreement, the Licensee agrees to the following NASA/NCAS terms and conditions: (<https://www.nearmap.com/legal-information/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 AND AFFILIATES EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES 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 PRODUCTS AND THE WEBSITE, NEARMAP MAKES NO REPRESENTATIONS OR WARRANTIES 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 WARRANTY 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 OR AFFILIATES BE LIABLE FOR ANY CLAIMS OF ANY KIND ARISING FROM OR CONNECTED WITH THE USE OF THE WEBSITE 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) 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 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), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATING TO THE USE OF THE PRODUCTS 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 services. Without limiting any of the above, for the avoidance of doubt, 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** The Licensee agrees to indemnify Nearmap and its directors, officer, employees, agents 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:
- the Licensee's actual or alleged breach of any provisions of this Agreement;
 - the Licensee's use of the Product for any purpose; and
 - 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 Nearmap will provide the Licensee with notice of any such claim or allegation, 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:
- promptly notify Nearmap of any such Infringement Claim;
 - not make any admissions in relation to the Infringement Claim without Nearmap's prior written consent;
 - permit Nearmap to conduct the defense of the Infringement Claim including all negotiations for settlement; and
 - 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:
- that arises from any:
 - use of the Product in violation of this Agreement;
 - modification of the Product by anyone other than Nearmap or a party authorized by Nearmap in writing by Nearmap to modify the portion of the Product applicable to the Infringement Claim; or
 - third-party products, services, hardware, software or other materials, or a combination of these with the Products 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 use any data supplied by the Licensee as set out in Nearmap's Privacy Policy, available at <http://go.nearmap.com/legal/privacy-policy>.
- 11.2 By entering into this Agreement, the Licensee expressly consents to receiving 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, hurricanes, earthquakes, other acts of God or of nature, strikes or other labor disputes, riots or other acts of civil disorder, embargoes, or other causes beyond the performing party's reasonable control (**Force Majeure Event**):
- that obligation is suspended but only so far and for so long as that party is affected by the Force Majeure Event; and
 - 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:
- promptly give the other party notice of the Force Majeure Event and an estimate of the non-performance and delay;
 - take all reasonable steps to overcome the effects of the Force Majeure Event; and
 - resume compliance as soon as practicable after the Force Majeure Event no longer affects it.
- 13. CONFIDENTIALITY**
- 13.1 The Product includes metadata and other confidential and proprietary information of Nearmap (**Confidential Information**). The Licensee must not use any Confidential Information for any purpose not expressly permitted hereunder and 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 user, 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. law or regulation; or (b) export any software provided by Nearmap or otherwise remove it from the United States except in compliance with all applicable U.S. 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).
- 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.
- 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 Nearmap Basic** This Section 16 will not be applicable to the Licensee if the License purchased is for a Nearmap Basic Product.
- 17. MISCELLANEOUS TERMS**
- 17.1 Nearmap customer** The Licensee agrees that Nearmap may identify the Licensee as a Nearmap customer in Nearmap business materials.
- 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 Quote;
(b) the Additional Terms and Conditions; and
(c) this 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 no Nearmap employee or contractor will be an employee of the Licensee.
- 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 Governing Law** This Agreement will be governed by and construed in accordance with the laws of the State of Utah applicable to agreements made and to be entirely performed within the State of Utah, 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 Schedule 1.

Affiliate means, with respect to Nearmap, any entity that controls or is controlled by such party, 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)

Authorized User means the number of person 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.

Auto Renew means the section of the Quote titled "Auto Renew".

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

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 the date as specified in the "Contract Commencement" 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.

Content means any content made available to the Licensee in connection with the Licensee.

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 includes or embeds all or part of a Nearmap Product.

Excess Data Rate means the rate of additional fees that the Licensee pays per megabyte for its use of the Products beyond the Period Data Allowance, being:

(a) If the Licensee pays its Fees on a monthly basis, the Fees per month divided by the Periodic Data Allowance; or

(b) If the Licensee pays its Fees on a yearly basis, the Fees per year divided by 12 divided by the Periodic Data Allowance.

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.

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.

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 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.

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.

Operational Hours means 9am to 5pm PT.

Period means the period specified in the "Allowance" section of the Quote unless otherwise agreed in writing between Nearmap and the Licensee.

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.

Permitted Purpose means the use of Products by the Licensee 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, if applicable, the Survey.

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".

Schedules means the schedules to the Quote, which 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 "Contract Term" section of the Quote, commencing on the (a) Commencement Date, or (b) Subscription Start Date (if a date is specified), whichever is a later date unless a Subscription Period is stated.

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.