



SERVICE LEVEL AGREEMENT

Statewide Imagery Services Contract w/ State & Local Government	<u>Agency/County/City</u> Imagery Consortium Contributing Member
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WaTech Service Level Agreement Number: 2017- _____
WaTech Customer Service Agreement Number: _____
Customer Contract Number (optional): 17-088

1. Purpose

This Service Level Agreement Number 2017- ____ (SLA) is executed by the Washington State Consolidated Technology Services (CTS), hereinafter referred to as Washington Technology Solutions (WaTech) and the Agency/County/City pursuant to the terms and conditions of Customer Service Agreement Number ____ (CSA). The parties acknowledge they have read and understand the terms and conditions therein and by this reference incorporate those terms in this SLA. All rights and obligations of the parties shall be subject to and governed by the terms of the CSA and the SLA. This SLA sets forth the obligations of the parties with respect to WaTech’s provision of Statewide Imagery Services to the Customer.

2. Term and Termination

The term of this SLA is effective upon the date of execution by both parties and shall remain in full force and effect until April 30, 2020, unless extended upon written mutual agreement between the parties or terminated as specified below.

Either party may cancel or terminate this SLA pursuant to the terms of the CSA or upon 10 business days’ written notification to the other party. In the event the CSA is terminated, this SLA shall also terminate on the CSA termination date.

3. Scope of Work

CTS shall furnish the access to the Web based services, and a hard copy of the applicable State/County/City specific data and otherwise do all things necessary to make access to the data and service possible as defined in the *Technical Specification and Requirements* (Schedule B) and subject to the *End User License Agreement* (Schedule A).

4. Pricing and Service Fees

The total dollar amount expended under this SLA shall not exceed \$_____ per year for ____ years if not terminated.

5. Billing and Invoices

Billing and invoicing will be handled by Consolidated Technology Services and invoiced yearly using the Customers assigned Consolidated Technology Services Account Code.

6. Service Level Agreement Changes

This SLA may be modified at any time upon mutual written agreement of the parties. All such modifications will be made as an amendment to the SLA and will take precedence over the original SLA.

7. Order of Precedence

If there is a conflict between this SLA and the CSA, the conflict will be resolved by giving precedence first to this SLA and then to the CSA.

8. SLA Management

Unless otherwise indicated, all correspondence regarding this SLA should be directed to:

Primary Contact Name:	Primary WaTech Contact Name: Joanne Markert
Title:	Title: Senior Policy & Program Manager
Address	Address: 1500 Jefferson Olympia, WA 98501
Phone:	Phone: 360.407.8691
E-Mail:	E-Mail: joanne.markert@ocio.wa.gov

12. Termination for Convenience

Either CTS/WaTech or _____ may terminate this Contract, including all Statement(s) of Work if applicable, in whole or in part, by fourteen (14) calendar days' written notice to the other party. If this SLA is so terminated, _____ is liable only for payments required by the terms of this SLA or any SOW for Services received and accepted prior to the effective date of termination.

13. Authorization/Acceptance

This SLA and the CSA constitute the entire agreement between the parties and supersedes all other communication, written or oral, related to the subject matter of this SLA. Customer hereby authorizes CTS to perform the services described herein. The Parties hereby acknowledge and accept the terms and conditions of this SLA.

IN WITNESS WHEREOF, the parties have executed this Service Level Agreement.

APPROVED

State of Washington
Consolidated Technology Services/Washington
Technology Services (WaTech)

APPROVED

State of Washington

Signature

Signature

Print or Type Name

Print or Type Name

Title

Date

Title

Date

Approved as to Form by the Office of the Attorney General

Schedule A
End User License Agreement

END USER LICENSE AGREEMENT

VALTUS IMAGERY SERVICES, a division of North West Geomatics Ltd.

Please read the terms and conditions provided below carefully. By using the Imagery or the Services, you acknowledge that you have read this agreement and agree to be bound by its terms and conditions.

Valtus Imagery Services, a division of North West Geomatics Ltd., (“Valtus”) is the owner or licensee of intellectual property rights (including without limitation copyright) in the imagery (the “Imagery”) made available or accessible by use of the online services provided by Valtus (the “Services”) to the customer using the Services and/or identified on the signature block below (the “Authorized End User”). Conditioned upon compliance with the terms and conditions of this Agreement, Valtus grants to the Authorized End User a non-exclusive, non-assignable and non-transferable license to use for the Authorized End User’s internal business purposes the Imagery and/or Services for which the Authorized End User has paid the required license fees.

The Imagery is licensed, not sold, to the Authorized End User. No ownership rights are transferred to the Authorized End User. The Imagery and Services may only be used internally by the Authorized End User or externally by individual users authorized in writing by Valtus or its Authorized Partner (the “Partner”) through which Authorized End User is licensing the Imagery, and not by any other party, whether or not affiliated with the Authorized End User. If the Authorized End User is a federal, provincial, state or local government agency, the Imagery is licensed solely to the particular agency and not to any other government agency unless explicit authorization has been received from Valtus.

No part of the Imagery, the Services or products derived therefrom, or any right granted under this Agreement may be copied, sold, rented, leased, lent, sub-licensed, disclosed, or transferred to any other person or entity. The Authorized End User shall not use any part of the Imagery or the Services to develop or derive any other product or service for distribution, disclosure, or commercial sale, whether by hardcopy, digital medium or web service, without a license specifically authorizing it to do so, with the understanding that no such right is granted under this Agreement. The Authorized End User acknowledges that the Imagery and Services contain and embody proprietary materials, valuable data, trade secrets, and copyrights of Valtus and its licensors and suppliers. Unauthorized reproduction, modification, distribution, or display of the Imagery or the Services in whole or in part, and in any manner not expressly authorized in this Agreement are prohibited. The Authorized End User shall keep confidential and use its best efforts to protect the Imagery and the Services and prevent their unauthorized disclosure or use. The Authorized End User shall immediately notify Valtus upon discovering evidence of a current or threatened misuse or unauthorized use or disclosure of the Imagery or Services by any party. The Authorized End User may not modify, distort, disassemble, decompile or in any way attempt to reverse engineer the Services or any software provided as part of the Imagery or the Imagery itself.

The Authorized End User may not transfer the Imagery to or store the Imagery or the Services in any electronic network for use by more than the number of users authorized in

writing by Valtus or the Partner through which Authorized End User is licensing the Imagery, unless it obtains prior written permission from Valtus and pays associated additional fees.

THE IMAGERY AND THE SERVICES ARE PROVIDED "AS IS," AND VALTUS MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, UPTIME, ACCURACY, OR NON- INFRINGEMENT. IN NO EVENT WILL VALTUS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL,

CONSEQUENTIAL OR OTHER SIMILAR DAMAGES, HOWEVER CAUSED, THE AUTHORIZED END USER UNDERSTANDING AND ACKNOWLEDGING THAT ITS SOLE REMEDY UNDER THIS AGREEMENT IS TO REQUIRE VALTUS TO REDELIVER THE IMAGERY REQUESTED BY THE CUSTOMER. IF THE FOREGOING DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY FOR ANY REASON IS UNENFORCEABLE OR INAPPLICABLE, THE AUTHORIZED END USER AGREES THAT THE AGGREGATE LIABILITY OF VALTUS SHALL NOT EXCEED THE LICENSE FEES PAID BY THE CUSTOMER TO VALTUS WITH RESPECT TO THE IMAGERY OR THE SERVICES AT ISSUE.

The Authorized End User agrees that the limitations of liability and disclaimers set forth herein will apply regardless of whether the Authorized End User has accepted the Imagery or any other product or service delivered by Valtus. The Authorized End User acknowledges and agrees that Valtus has set its prices and entered into this Agreement in reliance upon the disclaimers of warranty and the limitations of liability set forth herein, that the same reflect an allocation of risk between the parties (including

the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that the same form an essential basis of the bargain between the parties.

This agreement will terminate automatically without notice, and all access to the Services and the Imagery will be terminated, if the Authorized End User fails to comply with any term of this Agreement. In the event of termination, the Authorized End User must immediately return the Imagery to Valtus or destroy it and certify this destruction in writing to Valtus.

This Agreement is the complete and exclusive statement of the understanding between the Authorized End User and Valtus with respect to the Imagery and the Services and may be amended or modified only in a written instrument signed by a duly authorized representative of both parties. If any provision is determined to be invalid or unenforceable, the remaining provisions of this Agreement shall continue to be valid and enforceable. Without the prior written consent of Valtus, neither this Agreement nor any of the rights granted by it may be assigned or transferred by the Authorized End User. This restriction on assignments or transfers shall apply to assignments or transfers by operation of law, as well as by contract, merger or consolidation.

It is THE CUSTOMER'S RESPONSIBILITY to ensure that its use of the Imagery and Services complies with these terms and to seek prior written permission from Valtus for any uses not expressly permitted or not specified in this Agreement.

IN WITNESS WHEREOF, the Authorized End User, intending this Agreement to be effective as of the earlier of (i) the date set forth below and (ii) the date the Authorized End User commenced use of the Services or the Imagery, has caused this Agreement to be executed by its duly authorized representative.

The Addendum

Outlined within this Addendum are the Special Terms and Conditions which are granted to Consolidated Technology Services with regards to the End User License Agreement.

Special Terms and Conditions

- 1) Consistent with Consolidated Technology Services' provider status pursuant to RCW 43.105, the following entities shall be allowed access licenses without limits on the number of license seats;
 - a. All State Government Agencies
 - b. All County-level governments
 - c. All Municipal (city) governments
 - d. All Public Safety Answering Points (PSAP)
 - e. Tribes
 - f. Any commercial firm or organization holding an active contract to conduct work on behalf of the entities listed above.
- 2) Authorized users shall be allowed to develop and publish, not for monetary gain, publicly available web applications which utilize ortho-imagery or web map service(s), in a view-only mode with no download capability. Except as otherwise provided in this Addendum, the Authorized users shall comply with the End User License Agreement.
- 3) Authorized users shall be allowed to print and distribute, not for monetary gain, hardcopy format maps that display the ortho-imagery. Authorized users may not transfer or assign this right.
- 4) Consolidated Technology Services has the right to use hard copy licenses and web services during a contract period subject to terms and restrictions. The 2015/2016 hard copy product will enter into a perpetual license upon the execution of an amendment extending the term of this contract for the second optional one-year extension. The 2017/2018 hard copy product will enter into perpetual license contingent upon the execution of an amendment for the second optional one-year extension of a subsequent contract if the parties execute one. Perpetual licenses are subject to the same terms and restrictions. At the end of the contract period, web services will no longer be provided and Consolidated Technology Services has rights to all hard copy perpetual licenses and is required to destroy non-perpetual licenses.

Schedule B

Technical Specification and Requirements

Specifications	Minimum Requirements
Source Imagery Resolution	12-inches statewide orthoimagery 6-inch orthoimagery in urban areas with populations greater than 50,000.
Current Age of Existing Imagery	June- September 2015 for 1 ft. statewide imagery Most current 6" imagery presently available for WA
Planned Imagery Capture Periods (minimum)	<ul style="list-style-type: none"> Statewide 1 ft. (in 2017 or 2018 – June thru September capture) (single vintage and consistent leaf on status) 6" Urban Area orthoimagery – list areas of state planned to be flown and tentative dates
Orthoimagery Refresh Cycle	<ul style="list-style-type: none"> 2 - 3 yrs. statewide refresh (2015, 2017or 2018) of 1 foot orthoimagery – state cycle Continuous 12-24 month urban area refresh of 6 inch imagery – state cycle
On Premise Access to Data	1 copy of imagery data to be provided to CTS for distribution to entities for on-site hosting for organizations without or with limited bandwidth
Color IR & RGB	Includes 4-band orthoimagery
1 ft. Imagery Horizontal Accuracy	All well-defined points tested shall fall within 6 meters of true ground at a 95% confidence level
FGDC Metadata	The metadata provided with the individual vintages of 1' and 6" imagery
Access	Requirements
Government Users	All Washington State Agencies, all County and City Governments, all Public Safety and Municipalities (PSAP, Water & Fire District) and Tribes that contribute will have access to the data.
Government Contractors	Any commercial firm doing work on behalf of the above governmental entities can have access to the data for the duration of that contracted work and will be required to remove any and all data upon completion of their service contracts. Service Level Agreements must be signed, with duration terms define, by funding contributors & their contractors.
Online Access	Both 1 foot & 6 inch imagery will be available via Valtus online service portal in its natively stored format.
Data Delivery & Use	Requirements
Standard Hardcopy Format & Delivery	Single delivery of 1' imagery in WA State Plan Coordinates – South Zone once per vintage (e.g. 2015 and 2017 or 2018) for statewide imagery.

	<p>WSPC – SZ HARN</p> <p>Note: WA State will re-project the 1 ft. data for counties that reside in North Zone.</p> <p>Single delivery of 6” imagery in WA State Plan Coordinates – Zone appropriate once per vintage at the start of each contract year.</p>
Cost	Requirements
Subscription / Data Renewal Cost	Yearly subscription cost will not exceed \$235,000 per year including all taxes and fees.
Online Streaming Service from Vendor	<p>Access to the imagery online data service is renewed on an annually base. Users will access the vendor 6 inch imagery via a single named user account set up based on the subscription type:</p> <ul style="list-style-type: none"> • Single user named account • County/City/Agency user named account
Service Years	<p>Year 1 =Mar 1, 2017 to Mar 31, 2018</p> <p>Year 2 = Mar 1, 2018 to Mar 31, 2019</p> <p>Year 3 = Mar 1, 2019 to Mar 31, 2020</p>

Scope of Service

Introduction – This scope of service describes the deliverables as outlined in the Valtus response to the Request for Information submitted to Consolidated Technology Services (the Client) in June 2016.

Deliverables:

1. Physical delivery of the Hexagon Imagery Program Washington state-wide orthoimagery dataset. The Hexagon Imagery Program dataset is comprised of the following;

- a. 4 band (RGBN) orthorectified aerial imagery
- b. 30cm resolution for Wide Area Coverage (rural areas)
- c. 15cm resolution for Urban Area Coverage (areas greater than 50,000 population, but also includes Olympia, WA)
- d. Wide Area Coverage is of 2015 vintage
- e. Urban Area Coverage is of 2016 vintage

Physical delivery to be made on Internal drive(s) in one projection/coordinate system and one file format of the Client's choice –To Be Determined

2. In addition, the Client will also receive access to the entire state-wide Hexagon Imagery Program data via a raster streaming service. The service is currently served through WMS/WMTS protocols. This may be used in any and all software applications possessed by the Client that have the ability to ingest the service via the aforementioned protocols. This service will be available 24 hours a day, 7 days a week, throughout the subscription year.

3. Extended licensing terms applicable to both the physical delivery and streaming service, as per the attached End User License Agreement set out at Schedule A.

4. Access to the Valtus Client Account Administration Tools for management of users within the account and usage of streaming service reporting.