

SECTION C

NON-STANDARD TERMS AND CONDITIONS

1. Online Services Eligible Users: Notwithstanding anything in the Online Services General Terms and Conditions incorporated in this Agreement to the contrary, the terms 'Eligible User' and 'Eligible Users' as defined in those Online Services General Terms and Conditions shall, for the purposes of this Agreement, also include each 'Authorized User' as that term is defined in the Delivered Content Terms and Conditions of Use incorporated in this Agreement.
2. Applicable Law: Notwithstanding anything to the contrary set forth elsewhere in this Agreement, this Agreement and any modifications, amendments or alterations shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Georgia, excluding its conflicts of law principles. Each party irrevocably consents to the exclusive jurisdiction of the courts of the State of Georgia in connection with any action to enforce the provisions of this Agreement, to recover damages or other relief for breach or default under this Agreement, or otherwise arising under or by reason of this Agreement.
3. Non-appropriation of Funds. Notwithstanding anything herein to the contrary, in the event that the funds due for subsequent projects and related deliverables under the terms and conditions of this Agreement are not lawfully appropriated, the following provisions shall apply:
 - a. Customer shall provide Pictometry with written documentation of non-appropriation of funds from its funding source prior to commencement of a subsequent project;
 - b. This Agreement shall remain in full force and effect, however commencement of the subsequent project shall be deemed postponed until such time as funds for the subsequent project have been appropriated and all other sums due under the terms and conditions of this Agreement have been paid by Customer. In the event that the postponement exceeds eighteen months, Pictometry reserves the right to terminate any and all obligations with respect to the postponed project and all subsequent projects included in this Agreement; and
 - c. If Customer, or any party authorized under the terms and conditions of this Agreement to use the licensed products set forth in Section A, is in possession of licensed products for which Pictometry has not been fully compensated in accordance with the payment terms of this Agreement, Customer or such authorized party shall immediately cease use of those licensed products, purge those licensed products from all Customer and authorized party computers, and return those licensed products to Pictometry.
4. The term of this Agreement shall be six (6) years from the Effective Date.
5. Notwithstanding anything herein to the contrary, per OCGA § 36-60-13 (a), (a) this Agreement shall terminate absolutely and without further obligation on the part of Customer at the close of the fiscal year in which it was executed and at close of each succeeding fiscal year for which it may be renewed, (b) this Agreement shall automatically renew up until the end of the term defined within Paragraph 4 of this Section C unless Customer notifies Pictometry in writing ninety (90) days prior to the close of the then current fiscal year that the Agreement shall terminate, and (c) title to any supplies, materials, equipment, or other personal property shall remain in Pictometry until fully paid for by Customer, which for the avoidance of doubt excludes the Licensed Content and Pictometry Software.
6. Notwithstanding anything herein to the contrary, Customer's payments to Pictometry shall be due thirty (30) days following date of the invoice by Pictometry to Customer.
7. Notwithstanding anything herein to the contrary, this Agreement shall not limit Customer's obligations to comply with the Georgia Open Records Act codified at OCGA § 50-18-70, et seq.
8. Notwithstanding anything herein to the contrary, this Agreement shall not limit Customer's obligations under applicable record retention requirements and policies.
9. Notwithstanding anything herein to the contrary, Pictometry warrants the functions contained in or provided by the Pictometry software will meet the specifications within the Agreement and Pictometry will use reasonable efforts to correct any defects in the Delivered Content.
10. Notwithstanding anything herein to the contrary, in the event of a breach of this Agreement by Pictometry, Customer shall have the right to recover damages that flow directly from the breach not to exceed the aggregate of the amount received by Pictometry pursuant to this Agreement.
11. This Agreement is subject to Appendix 2 attached hereto and incorporated herein.

[END OF NON-STANDARD TERMS AND CONDITIONS]