

Standard Warranty and Procedures Service Agreement - Ortho Products

1.0. Limited Warranty Period and Remedy Procedures

The Sanborn Map Company, Inc. (Sanborn) will use its commercially reasonable efforts to render services/deliverables (product or products) under the Purchase Order in a professional and business-like manner and in accordance with the standards and practices recognized in the industry.

After delivery to Customer, the warranty period will be as described in 1.0.1. Sanborn warrants that the delivered products will meet or exceed the requirements as stated in the Purchase Order scope of work. Sanborn will correct, at no additional cost to Customer, all errors identified during the warranty period that result in a failure of the products to meet the requirements.

1.0.1. Sanborn warrants the delivered products to Customer for twelve (12) months (1 year) following final delivery to Customer. Sanborn will repair or replace any products that are not in compliance with project specifications. Repair or replacement is determined by Sanborn.

1.0.1.1. The warranty provided by Sanborn is based on the product conforming to mutually agreeable acceptance criteria, established by Sanborn and Customer and incorporated into the Purchase Order, governing the review of the delivered products.

1.0.1.1.1. All reviews/data inspections are to be performed at the map scale specified for the delivered product. All image quality reviews are to be performed at not greater than a 1.2:1 map scale of the specification for the delivered product.

1.0.1.1.2. Sanborn is not responsible for any anomalies or imperfections apparent at higher levels of zoom beyond a review scale: Map Scale of 1:2:1.

1.0.1.1.3. All alignments, seams, etc. will meet the specification as agreed to with Customer and incorporated into the Purchase Order. Accuracy measurements will conform to the standard as specified for the specific delivered product and conform to the mutually agreed acceptance criteria contained in the Purchase Order. Most accuracy measurements are the result of sampling and allow for outlying points, therefore a photogrammetric methodology must be undertaken to perform accurate assessments. Only clearly defined points can be used in this process. The criteria only apply to unambiguous

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measurements on clearly defined features. Customer or Customer's representatives will perform the photogrammetric measuring procedures as appropriate. These measurements will be verified by Sanborn for any deficient products.

1.0.1.1.4. Radiometry/Color balancing is often subjective. Sanborn only warrants the imagery will meet the radiometry specification agreed to with Customer for the imagery region identified with Customer.

1.0.2. If Customer believes that a delivered product does not meet the project specifications, and has evaluated the product against the acceptance criteria; Customer may submit a request for review. A determination should be made of the specific non-compliance by checking the questionable characteristic against the acceptance criteria before submitting a claim against the warranty. Submissions should include complete information, including tile name, location within tile, nature of the problem and the relationship to the acceptance criteria. A screen shot (jpg or bmp) is also requested.

1.0.2.1. The request for review will be sent by email to bmarcotte@sanborn.com or by mail to DIR Customer Warranty, c/o The Sanborn Map Company, Inc., 1935 Jamboree Drive, Colorado Springs, CO, 80920-5358. Sanborn will review the information provided and the product. If Sanborn agrees, repair or replacement will occur within thirty (30) days. If Sanborn disagrees, the claim will be returned to Customer with a request for mediation.

SANBORN MAKES OR PROVIDES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WRITTEN OR ORAL; AND DISCLAIMS, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, INTEGRATION, TITLE AND FITNESS FOR A PARTICULAR USE OR PURPOSE. IN NO EVENT SHALL SANBORN BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY PUNITIVE, INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF DATA OR LOSS OF USE DAMAGES) ARISING OUT OF OR IN CONNECTION WITH THE PURCHASE ORDER OR THE MANUFACTURE, SALE OR SUPPLY OF THE PRODUCTS WHETHER OR NOT SANBORN HAS BEEN ADVISED OF OR OTHERWISE MIGHT HAVE ANTICIPATED THE POSSIBILITY OF SUCH DAMAGES.

Standard Warranty and Procedures Service Agreement – LiDAR Products

1.0. Limited Warranty Period and Remedy Procedures

The Sanborn Map Company, Inc. (Sanborn) will use its commercially reasonable efforts to render services/deliverables (product or products) under the Purchase Order in a professional and business-like manner and in accordance with the standards and practices recognized in the industry.

After delivery to Customer, the warranty period will be as described in 1.0.1. Sanborn warrants that the delivered products will meet or exceed the requirements as stated in the Purchase Order scope of work. Sanborn will correct, at no additional cost to Customer, all errors identified during the warranty period that result in a failure of the products to meet the requirements.

1.0.1. Sanborn warrants the delivered products to Customer for twelve (12) months (1 year) following final delivery to Customer. Sanborn will repair or replace any products that are not in compliance with project specifications. Repair or replacement is determined by Sanborn.

1.0.1.1. The warranty provided by Sanborn is based on the product conforming to mutually agreeable acceptance criteria, established by Sanborn and Customer and incorporated into the Purchase Order, governing the review of the delivered products.

1.0.1.1.1. All reviews/data inspections are to be performed against the Purchase Order specifications for the delivered product.

1.0.1.1.2. The accuracy of the LiDAR point cloud classification should be checked against thresholds provided in the Purchase Order specification. Sanborn only warrants the classification accuracy will meet the specification agreed to with Customer for the classes identified with Customer.

1.0.1.1.3. Sanborn is only responsible for collecting the hydro-features that exceed the area and width thresholds provided in the Purchase Order specification.

1.0.1.1.4. The absolute and relative vertical accuracy will meet the specification as agreed to with Customer and incorporated into the Purchase Order. Accuracy measurements will conform to the standard as specified for the specific delivered product and conform to the mutually agreed acceptance criteria contained in the Purchase Order.

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Most accuracy measurements are the result of sampling and allow for outlying points, therefore a photogrammetric methodology must be undertaken to perform accurate assessments. Only clearly defined points can be used in this process. The criteria only apply to unambiguous measurements on clearly defined features. Customer or Customer's representatives will perform the photogrammetric measuring procedures as appropriate. These measurements will be verified by Sanborn for any deficient products.

1.0.2. If Customer believes that a delivered product does not meet the project specifications, and has evaluated the product against the acceptance criteria; Customer may submit a request for review. A determination should be made of the specific non-compliance by checking the questionable characteristic against the acceptance criteria before submitting a claim against the warranty. Submissions should include complete information, including tile name, location within tile, nature of the problem and the relationship to the acceptance criteria. A screen shot (jpg or bmp) is also requested.

1.0.2.1. The request for review will be sent by email to bmarcotte@sanborn.com or by mail to DIR Customer Warranty, c/o The Sanborn Map Company, Inc., 1935 Jamboree Drive, Colorado Springs, CO, 80920-5358. Sanborn will review the information provided and the product. If Sanborn agrees, repair or replacement will occur within thirty (30) days. If Sanborn disagrees, the claim will be returned to Customer with a request for mediation.

SANBORN MAKES OR PROVIDES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WRITTEN OR ORAL; AND DISCLAIMS, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, INTEGRATION, TITLE AND FITNESS FOR A PARTICULAR USE OR PURPOSE. IN NO EVENT SHALL SANBORN BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY PUNITIVE, INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF DATA OR LOSS OF USE DAMAGES) ARISING OUT OF OR IN CONNECTION WITH THE PURCHASE ORDER OR THE MANUFACTURE, SALE OR SUPPLY OF THE PRODUCTS WHETHER OR NOT SANBORN HAS BEEN ADVISED OF OR OTHERWISE MIGHT HAVE ANTICIPATED THE POSSIBILITY OF SUCH DAMAGES.

Standard Warranty and Procedures Service Agreement – 3D Products

1.0. Limited Warranty Period and Remedy Procedures

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After delivery to Customer, the warranty period will be as described in 1.0.1. Sanborn warrants that the delivered products will meet or exceed the requirements as stated in the Purchase Order scope of work. Sanborn will correct, at no additional cost to Customer, all errors identified during the warranty period that result in a failure of the products to meet the requirements.

1.0.1. Sanborn warrants the delivered products to Customer for twelve (12) months (1 year) following final delivery to Customer. Sanborn will repair or replace any products that are not in compliance with project specifications. Repair or replacement is determined by Sanborn.

1.0.1.1. The warranty provided by Sanborn is based on the product conforming to mutually agreeable acceptance criteria, established by Sanborn and Customer and incorporated into the Purchase Order, governing the review of the delivered products.

1.0.1.1.1. All reviews/data inspections are to be performed at the Level of Detail (LOD) specified for the delivered product and will include the following requirements for the 3D city model:

- *No gaps or overlapping between neighboring buildings and objects.*
- *No missing surfaces must be detected.*
- *No duplicate objects must be detected.*
- *No duplicate surfaces must be detected.*
- *No duplicate vertices must be detected.*
- *All normal vectors have to be directed towards the outside of the object.*
- *Only planar faces to be modeled, no curves (NURBS).*

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- *The accuracy of the 3D building models shall be dependent on the accuracy of the building footprints shapefile provided by Customer.*

1.0.1.1.2. Sanborn is not responsible for any anomalies or imperfections apparent, including loss of geolocation information, after converting the native SketchUp (version 2013) models to a different file format.

1.0.1.1.3. Color/Pattern of material textures, used for geotexturing the 3D buildings, is often subjective. Sanborn only warrants the imagery will match the sample textures taken from the oblique imagery of representative buildings in agreement with Customer, or the sample textures otherwise provided by Customer.

1.0.1.1.4. The resolution of the ortho imagery provided by Customer may not match that of the SketchUp model. This is because SketchUp imposes a maximum texture size limit.

1.0.1.1.5. The façade textures of 3D buildings, if done using oblique imagery, may contain artifacts (such as parked cars, trees, etc.) if they are present in the corresponding oblique images for the building (provided by Customer). In case of occlusions or imagery for a building face being unavailable, representative geotextures for the region will be used.

1.0.2. If Customer believes that a delivered product does not meet the project specifications, and has evaluated the product against the acceptance criteria; Customer may submit a request for review. A determination should be made of the specific non-compliance by checking the questionable characteristic against the acceptance criteria before submitting a claim against the warranty. Submissions should include complete information, including tile name, location within tile, nature of the problem and the relationship to the acceptance criteria. A screen shot (jpg or bmp) is also requested.

1.0.2.1. The request for review will be sent by email to bmarcotte@sanborn.com or by mail to DIR Customer Warranty, c/o The Sanborn Map Company, Inc., 1935 Jamboree Drive, Colorado Springs, CO, 80920-5358. Sanborn will review the information provided and the product. If Sanborn agrees, repair or replacement will occur within thirty (30) days. If Sanborn disagrees, the claim will be returned to Customer with a request for mediation.

SANBORN MAKES OR PROVIDES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WRITTEN OR ORAL; AND DISCLAIMS, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, INTEGRATION, TITLE AND FITNESS FOR A PARTICULAR USE OR PURPOSE. IN NO EVENT SHALL

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SANBORN BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY PUNITIVE, INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF DATA OR LOSS OF USE DAMAGES) ARISING OUT OF OR IN CONNECTION WITH THE PURCHASE ORDER OR THE MANUFACTURE, SALE OR SUPPLY OF THE PRODUCTS WHETHER OR NOT SANBORN HAS BEEN ADVISED OF OR OTHERWISE MIGHT HAVE ANTICIPATED THE POSSIBILITY OF SUCH DAMAGES.