

NCTech - Statement of Work



Client Name: Washoe County, NV Assessor

Client Contact Information: Chris Sarman | csarman@washoecounty.gov

Date of Proposal: April 30, 2026

Statement of Work:

1. **Data Collection:** High-resolution street-level imagery + LiDAR capture
 - a. Geo-tagged 360-degree imagery of all required areas, hosted on VR.World for entire term
2. **JPEG Image Creation:** Static image of each parcel with parcel ID and date footer
 - a. JPEG image of each primary structure on parcel
3. **Data as a Service (DaaS):** Access to VR.World platform, 360 imagery / data viewer with measurement capabilities
 - a. Unlimited Licenses for Washoe County Assessor

Cost Breakdown

Imagery Collection	2,496 miles	\$89.00 per mile	\$222,144.00
JPEG Creation	175,639 parcels	\$0.55 per parcel	\$96,601.45
Online Access	Included	NA	
		Total Contract	\$318,745.45

Initial Term of Contract

- 1 Year

Automatic Renewal: The parties agree that at the expiry of the Initial Term, this Agreement shall automatically renew for a further term on the same terms and conditions as contained in this Agreement. Unless otherwise specified in writing by the Client, the Agreement shall renew for a four (4) year commitment at the rate of \$12.50/Mile (\$31,200/Year).

The Client may alternatively elect a shorter renewal term (1, 2, or 3 years) by providing written notice, in which case the service fees shall be adjusted according to the following schedule:

Commitment (#Yrs after Yr 1)	Rate per Mile	Total per Year
1 Year	\$20.00	\$49,920
2 Years	\$17.50	\$43,680
3 Years	\$15.00	\$37,440
4 Years	\$12.50	\$31,200

Regardless of the commitment length selected, all service fees are to be invoiced and paid on an annual basis. This automatic renewal shall occur unless written notice is given by Washoe County of its intention not to renew the Agreement at least 30 days before the expiry of the Initial Term.

2026 Target Delivery Date:

- Data collection to begin five weeks from contract signature
- Licensed imagery available 11 weeks from contract signature
- JPEG imagery delivered on rolling schedule, completed within 18 weeks of contract signature

Invoicing schedule:

- 50% of total contract value to be invoiced when all data is published and made available on VR.World
 - \$159,372.73
- 50% of total contract value to be invoiced when all JPEG cut-outs have been delivered
 - \$159,372.72
- Total invoiced over life of contract: \$318,745.45

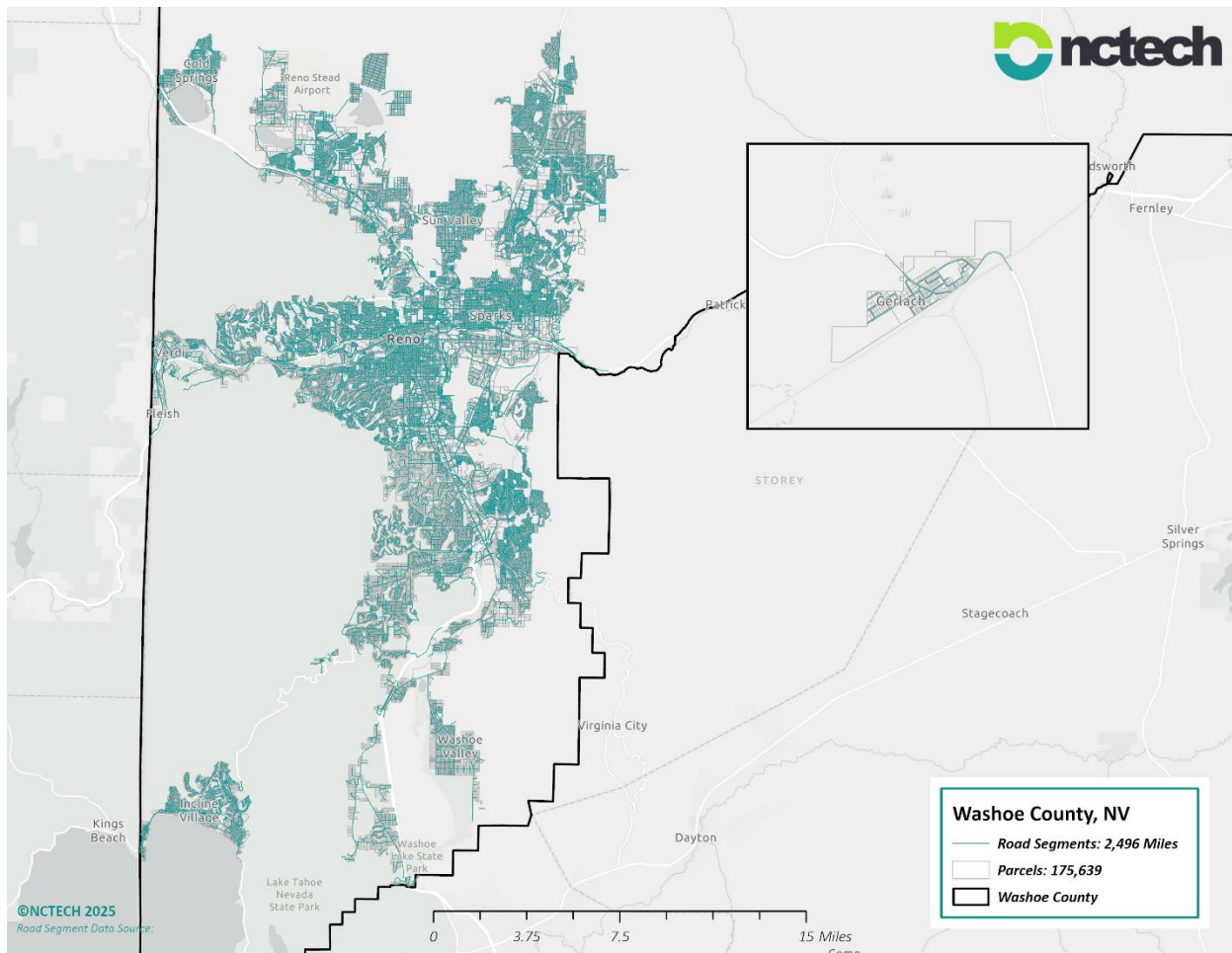
Contract Stipulations

- Access to VR World / licensed imagery included with contract until 8/31/2027
- Direct download of JPEG images will be owned by Washoe County Assessor
- NCTech will retain right to license imagery / LiDAR data to other entities in the County
- Contract is for 2,496 miles and 175,639 parcel images

- +/- 5% variance on both estimated quantities

Thank you for choosing NCTech. We look forward to working with you to deliver high-quality data and insights for your needs

Washoe County, NV Areas of Interest



This License Agreement (“Agreement”) is made and entered into as of this ___ day of _____, 2026 (“Effective Date”) by and between NCTech Inc, Inc. (“NCTech”), a Delaware corporation with its principal place of business at 200 South 10th Street, Suite 1600, Richmond, VA 23219 and The Washoe County, NV Assessor’s Office (“Customer”), a Government Office with its principal place of business at 1001 E 9th St # 3, Reno, NV 89512.

GENERAL TERMS AND CONDITIONS OF NCTECH, INC.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. THEY MATERIALLY AFFECT THE PARTIES’ OBLIGATIONS. NCTECH INC. WILL ACCEPT ORDERS AND DO BUSINESS ONLY ON THE TERMS AND CONDITIONS BELOW.

1. **ENTIRE AGREEMENT.** These terms and conditions (“**Terms**”), together with the Service Schedules and Statement(s) of Work, contain all of the terms and conditions of the agreement between NCTech and Customer for the services to be sold or provided to Customer, to the exclusion of any other statements and agreements, and to the exclusion of any terms and conditions incorporated in Customer’s order or other documents of Customer. NCTech’s acceptance of Customer’s order is expressly conditioned on Customer’s acceptance of these Terms, and Customer, upon placing an order, accepts these Terms in their entirety without modification. If any of these Terms conflict with any of the terms of any Service Schedule or Statement of Work, the terms of the Service Schedule will control with respect to the covered Services and the Statement of Work will take precedence and control solely with respect to the Services covered by that Statement of Work.

2. **DEFINITIONS.** In addition to terms defined in these Terms, the following terms will have the following meanings.

2.1 “**Authorized Users**” means those individuals authorized by Customer to access the NCTech Offerings, as permitted by the applicable Service Schedule, and who have been supplied user identifications and passwords.

2.2 “**NCTech Data**” means the data collected by the NCTech Offerings, including statistics relating to how often data is captured, transferred, stored, copied, manipulated, or downloaded, performance metrics relating to NCTech Offerings, Image Material, Information Products and configuration settings.

2.3 “**NCTech Offerings**” means the Services as defined in the applicable Service Schedule.

2.4 “**NCTech Property**” means the NCTech Offerings, Documentation, Image Material, Information Products, NCTech Data, NCTech’s Marks (including without limitation “NCTech”), NCTech’s Confidential Information, all Documentation or data provided by NCTech to Customer under these Terms, and all corresponding intellectual property rights.

2.5 “**Customer Data**” means all data or information provided or submitted by Customer.

2.6 “**Customer Property**” means Customer Data, Customer’s Marks, and Customer’s Confidential Information and all corresponding intellectual property rights.

2.7 **“Derivatives”** means works that create by analysing the NCTech Data and extracting features and attributes from the NCTech Data, specifically excluding any portion of the images, pixels or point clouds themselves

2.8 **“Documentation”** means the technical, user and reference manuals, notes, instructions and summaries, technical release notes, specifications and any other supporting documentation related to the NCTech Offerings, in digital or printed form.

2.9 **“Image Material”** means the 360 degree imagery taken at street-level related to the NCTech Offerings, in digital or printed form, including the associated metadata, and offered for use with the Software.

2.10 **“Information Products”** means the data, datasets and/or object information and/or change detection data related to the NCTech Offerings in any form, including but not limited to LiDAR data, LiDAR point clouds, 3D data and data regarding objects in the public space, such as traffic signs, road markings, pedestrian ramps and light poles.

2.11 **“Marks”** means any trademarks, service marks and logos, whether registered or unregistered.

2.12 **“Statement of Work”** or **“SOW”** means the previous included document that specifies the Services Customer is purchasing.

2.13 **“Service(s)”** means the provision of Software, Image Material, Information Products, hosting and maintenance and professional services as described in a Service Schedule and specified in a Statement of Work.

2.14 **“Software”** means the object code version of the NCTech software, whether such software is accessed remotely over the Internet or is provided in any other form under the control of Customer.

2.15 **“Subscription Term”** means the term during which Services are made available to Customer over the Internet, as defined in a Statement of Work.

2.16 **“Third Party Technology”** means the object code version of software or other technology that is licensed by NCTech or Customer from third parties, whether such software or technology is accessed remotely over the Internet or is provided on media for use on computing devices under the control of NCTech or Customer, as applicable.

3. **RESPONSIBILITIES.**

3.1 NCTech Responsibilities. NCTech will perform the Services as described in the applicable Service Schedule, beginning on the date identified in each applicable Statement of Work.

3.2 Customer Responsibilities. Customer (i) will provide or upload sufficient Customer Data, in a suitable format, for NCTech to provide the Services; (ii) will have suitable computing devices to be able to access the NCTech Offerings; (iii) will not use the NCTech Offerings for any inherently dangerous application or for an illegal activity; (iv) is solely responsible for backing up all Customer Data; (v) promptly will report to NCTech any unauthorized use of the NCTech

Offerings; and (vi) will comply with all Customer requirements and use guidelines contained in the applicable Service Schedule (“**Use Guidelines**”). Customer shall allow each Authorized User access to the Services on a maximum of three computing devices.

3.3 User Names, Passwords and Compliance. Customer is responsible for keeping its user name(s) and password(s) confidential and secure, and limiting access to the NCTech Offerings to its Authorized Users. Customer is solely responsible and liable for any activity that occurs under its account, including without limitation all actions of Authorized Users. Customer will notify NCTech in writing within five (5) calendar days of Customer’s discovery of any unauthorized use. CUSTOMER HAS SOLE RESPONSIBILITY FOR (I) ENSURING ITS OWN COMPLIANCE WITH ALL APPLICABLE LAWS OR REGULATIONS, AND (II) THE ACCURACY, QUALITY, INTEGRITY, LEGALITY, RELIABILITY, AND APPROPRIATENESS OF ALL CUSTOMER DATA AND ACTIVITIES.

3.4 NCTech Data Collection. The NCTech Offerings may collect certain non-personally identifiable information that resides on Customer’s computer system or is generated by Customer’s use of the NCTech Offerings, including, without limitation to, statistics relating to how often data is captured, transferred, stored, copied, manipulated, or downloaded, performance metrics relating to the NCTech Offerings, and configuration settings. This information may be used by NCTech without restriction.

3.5 Subcontractors; Third Party Technology. NCTech shall have the right to use or subcontract with third parties to provide the NCTech Offerings; provided, however, that NCTech is not released from responsibility for its obligations under these Terms. NCTech shall have the right to use any Third Party Technology in the NCTech Offerings, and such Third Party Technology incorporated in the NCTech Offerings may be subject to the terms and conditions of the third party.

3.6 Delivery. Any delivery dates set forth in the applicable Statement of Works are estimates only and NCTech reserves the right to readjust delivery dates without liability, provided, however, that NCTech shall use commercially reasonable efforts to provide or deliver all NCTech Offerings on or before any applicable delivery dates. NCTech may provide or deliver any NCTech Offerings in whole or in instalments.

3.7 Change Orders. If either party wishes to change the scope or performance of the NCTech Offerings, it will submit details of the requested change to the other in writing. NCTech will, within a reasonable time after such request, provide a written estimate to Customer of (a) the likely time required to implement the change; (b) any necessary variations to the fees and other charges for the NCTech Offerings arising from the change; (c) the likely effect of the change on the NCTech Offerings; and (d) any other impact the change might have on the performance of these Terms. Promptly after receipt of the written estimate, the parties will negotiate and agree in writing on the terms of such change (a “**Change Order**”). Neither party will be bound by any Change Order unless it is signed in accordance with Section 14.

3.8 Acceptance. The procedure for testing and accepting the NCTech Offerings shall be governed by the **Exhibit of Acceptance Procedure** attached hereto and incorporated herein.

4. **FEES AND PAYMENT.**

4.1 Payment. The fees related to the NCTech Offerings are included in the Statement of Work. NCTech will invoice Customer for all payments, fees, and other costs due. All fees and costs are due in U.S. dollars and due and payable within thirty (30) calendar days from the date of the invoice, unless the parties otherwise agree in writing. The Statement of Work may include an estimate of the quantity of Image Material and/or the Information Products to be provided and the fees related thereto which takes into account the provided Customer Data. The actual quantity of Image Material and/or Information Products to be provided may result in a fee adjustment. The Customer is aware of this and NCTech will inform the Customer thereof as fully as possible. If Customer reasonably and in good faith disputes any invoice, Customer will notify NCTech in writing of its objection within 10 calendar days from the date of Customer's receipt of the invoice, provide a detailed description of the reasons for the objection, and pay the portion of the invoice that is not in dispute. Any undisputed amounts not paid within the period set forth in the applicable Statement of Work will bear interest at a rate equal to the lower of 1.0% per month or the maximum rate of interest under applicable law. All costs incurred for collection and bank charges will be paid by Customer. Customer will be billed all applicable taxes in addition to the fees outlined in the applicable Statement of Work. Customer shall have no right to set off against amounts which may become payable to Customer under these Terms. NCTech will apply all payments first to any unpaid costs and fees, then to any accrued and unpaid interest, and the balance to payments due under any invoices in inverse order of their dates.

4.2 Suspension of Services. If Customer's account is 10 calendar days or more overdue (except with respect to charges then under reasonable and good faith dispute), or if at any time NCTech believes in good faith that the prospect of payment is impaired, in addition to any of its other rights or remedies, NCTech reserves the right to immediately suspend Services and Customer access to the NCTech Offerings, without liability, until Customer pays all overdue amounts in full or in NCTech's sole judgment provides adequate assurance of Customer's ability to fulfill its payment obligations, either then due or thereafter arising. Suspension will not relieve Customer of its obligation to pay the total fees owed.

5. **TERM; TERMINATION; CHANGES.**

5.1 Term. These Terms continue until termination of the later of the last Subscription Term or completion of the Services provided under a Statement of Work (the "**Term**").

5.2 Termination for Cause. Either party may terminate these Terms or any Statement of Work for cause: (i) 30 calendar days following written notice to the other party of a material breach, provided such breach remains uncured; or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. In addition, NCTech may terminate these Terms or any Statement of Work immediately upon a violation of the applicable Use Guidelines.

5.3 Effect of Termination. Upon termination of these Terms or a Statement of Work, the parties will return or destroy any Confidential Information disclosed under these Terms. Termination will not relieve Customer of the obligation to pay any fees accrued or payable to NCTech prior to the effective date of termination. NCTech will not refund any pre-paid Subscription fees unless Customer terminates for cause, in which case NCTech will refund pre-

paid fees for the remainder of a Subscription Term. The provisions of these Terms that should by their nature survive termination of these Terms will survive any termination.

5.4 Regulatory and Legal Changes. If changes in applicable law, regulation, rule or order materially affect delivery of the Services, the parties will negotiate appropriate changes to these Terms. If the parties cannot reach agreement within 30 calendar days after NCTech's notice requesting renegotiation: (a) NCTech may, on a prospective basis after such 30 calendar day period, pass any increased costs on to Customer; and (b) if NCTech does so, Customer may terminate the affected Service on notice to NCTech delivered within 30 days.

6. **OWNERSHIP AND GRANT OF RIGHTS.**

6.1 NCTech Property. Title to and ownership of all intellectual property rights relating to the NCTech Property will at all times remain with NCTech, including all adaptations, modifications, Derivatives, additions or extensions, whether made by NCTech, Customer, or a third party.

6.2 Customer Data. As between NCTech and Customer, all Customer Data is owned by Customer. Customer grants NCTech a limited, non-exclusive right to use, access, duplicate, sublicense, and modify the Customer Data solely to perform its responsibilities under these Terms.

6.3 Grant of Rights. During each Subscription Term, NCTech grants to Customer limited, non-exclusive, non-transferable, non-sub-licensable rights to access and use the NCTech Offerings identified in the applicable Statement of Work. Each Service Schedule will specify any additional license rights granted to Customer. All other rights are reserved by NCTech.

7. **CONFIDENTIAL INFORMATION.**

7.1 Definition of Confidential and Proprietary Information. "**Confidential Information**" means trade secret other non-public information of or concerning a party or its business, suppliers, customers, products, or services, disclosed by a Party ("**Disclosing Party**") to the other Party ("**Receiving Party**"). Without limitation, the NCTech Offerings and NCTech Data are NCTech Confidential Information and Customer Data are Customer Confidential Information. Information will not be considered to be Confidential Information to the extent that it (i) is already known to Receiving Party on a non-confidential basis when first obtained from Disclosing Party, (ii) is or becomes publicly known through no wrongful act of Receiving Party, (iii) is rightfully received by Receiving Party from a third party without restriction, or (iv) was independently developed by Receiving Party without use of any Confidential Information of Disclosing Party. Neither party will use or disclose any Confidential Information of the other party except as permitted by these Terms. Confidential Information of Disclosing Party will be maintained under secure conditions by Receiving Party using reasonable security measures and, in any event, not less than the same security measures used by Receiving Party for the protection of its own Confidential Information.

7.2 Compelled Disclosure. If Receiving Party is compelled by law to disclose Confidential Information of Disclosing Party, it will, if possible, provide Disclosing Party with prior notice of the compelled disclosure and reasonable assistance, at Disclosing Party's cost, if Disclosing Party wishes to contest the disclosure.

7.3 Remedies. If Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of Disclosing Party in breach of this Section, Disclosing Party will have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other available remedies are inadequate.

8. **LIMITED WARRANTY.**

8.1 NCTech Offerings. NCTech warrants the NCTech Offerings will operate in substantial conformity with the applicable Service Schedule and Documentation provided by NCTech to Customer. In the event of any breach of the warranty in this Section, which must be reported in writing by Customer within five (5) calendar days after Customer discovers or reasonably should have discovered such breach, Customer's sole and exclusive remedy, and NCTech's sole obligation, will be for NCTech to correct the reported nonconformity within a commercially reasonable period, as may be further described in the applicable Service Schedule. The media on which Software is delivered is warranted for thirty (30) days following delivery.

8.2 Limitations. NCTech does not make any warranty and is not responsible in any way for Third Party Technology or for loss of Customer Data. Customer acknowledges that communications and transactions conducted online may not be absolutely secure, that there may be system or internet failure that limits Customer's accessibility to the NCTech Offerings, and that online services are not guaranteed to be error-free. By using the NCTech Offerings, Customer accepts all responsibility and risk associated with the use of the NCTech Offerings and the internet generally.

8.3 Disclaimer of All Other Warranties. THE EXPRESS WARRANTIES IN THESE TERMS ARE IN LIEU OF, AND NCTECH DISCLAIMS, ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), RELATED TO THESE TERMS, WHETHER ARISING BY LAW, CUSTOM OR USAGE IN THE TRADE, COURSE OF DEALING, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT NCTECH OR A THIRD PARTY SOFTWARE SUPPLIER IS AWARE OF ANY SUCH PURPOSE). NCTECH MAKES NO REPRESENTATION OR WARRANTY THAT CUSTOMER'S USE OF THE NCTECH OFFERINGS, OR ANY SERVICE OR THE NCTECH SITE, WILL BE IN COMPLIANCE WITH ANY LAW OR REGULATION.

9. **LIMITATION OF LIABILITY.**

9.1 Direct Damages. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL LOSSES OR DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR PROFITS, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS) RELATED TO THESE TERMS, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT FOR LIABILITY ARISING FROM GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT, THE TOTAL CUMULATIVE LIABILITY OF NCTECH FOR ANY BREACH OF THESE TERMS WILL NOT EXCEED THE AMOUNTS PAID OR PAYABLE BY CUSTOMER UNDER THESE TERMS.

9.2 Limitation of Action. Except for actions for non-payment or liability arising from Section 10, no claim, suit, action or proceeding relating to these Terms may be brought by either party more than two (2) years after the cause of action has accrued.

10. **CUSTOMER REPRESENTATIONS AND WARRANTIES.**

10.1 Regulations. Customer represents and warrants that it is currently complying and will continue to comply with all requirements of laws and regulations applicable to Customer's use of the NCTech Offerings, and all other applicable federal, state and local laws, regulations and guidelines, including but not limited to those relating to export control, anti-corruption, and anti-terrorism ("**Regulations**").

10.2 Reliance. In connection with the performance of the Services, the parties agree that NCTech may rely upon the Customer Property. Customer represents and warrants that the Customer Property is complete and accurate. If any error results from incorrect Customer Property supplied by Customer, Customer shall be responsible for discovering and reporting such error, payment of any and all fees and expenses incurred by NCTech due to such error, payment for any additional Services to be performed by NCTech due to such error, and supplying the Customer Property necessary to correct such error by reprocessing at the earliest possible time.

11. **INDEMNIFICATION.**

11.1 Indemnification by Customer. Customer will indemnify, defend and hold harmless NCTech, its directors, officers, employees, and agents, against all costs, liabilities, losses, fines and expenses (including, but not limited to, reasonable attorneys' fees) arising from any government investigation or enforcement and/or third party claim, suit, action, or proceeding (each, an "**Action**") relating to (i) Customer's violation or alleged violation of any applicable Regulation or a breach of any warranty in Section 10, (ii) Customer's breach of Sections 3.2 or 3.3 or the applicable Service Schedule, or (iii) Customer's violation or alleged violation of any contractual or legal obligation to a third party. Customer will pay all costs and damages incurred by NCTech in any Action, or those costs and damages agreed to in a monetary settlement of such Action.

11.2 Indemnification by NCTech. NCTech will indemnify, defend, and hold harmless Customer, its directors, officers, employees, and agents, against any Action against Customer solely to the extent that the Action is based on a claim that any Software infringes any United States copyright or misappropriates any trade secret. NCTech will pay costs and damages finally awarded against Customer in any such Action, or those costs and damages agreed to in a monetary settlement of an Action. If the Software becomes, or in NCTech's opinion is likely to become, the subject of an infringement or misappropriation claim, NCTech may, at its option and expense, either: (i) procure for Customer the right to continue using the Software as part of the NCTech Offerings, or (ii) replace or modify the Software so that it becomes non-infringing (provided any such replacement or modification does not materially degrade the Software's functionality as described in the then-current Documentation). Notwithstanding the foregoing, NCTech will have no obligation with respect to any Third Party Technology or Customer Property or an infringement or misappropriation claim if the Software is being misused, used in violation of these Terms or any Regulations, used in nonconformance with the Documentation, or has been modified by Customer or any third party. NCTech's obligations under this Section will constitute

its sole and exclusive obligations and Customer's sole and exclusive remedy in the event that any claim or action is brought against Customer alleging that the NCTech Offerings infringe, misappropriate, or otherwise violate the rights of any third party.

11.3 **Notification and Cooperation.** The obligations under this Section are conditioned on (a) the indemnified party notifying the indemnifying party promptly in writing of the commencement of any Action, (b) the indemnified party giving the indemnifying party sole control of the defense and any related settlement negotiations, and (c) the indemnified party cooperating with the indemnifying party in the defense.

12. **NON-SOLICITATION.** During the Term and for a period of 6 months following the termination or expiration of these Terms, Customer agrees not to solicit, nor attempt to solicit, the services of any employee or subcontractor of NCTech who provides services to Customer during the Term without prior written consent. Customer will not be in violation this Section if an employee or subcontractor of NCTech responds to a public advertisement of an open position and is subsequently hired. Violation of this provision will entitle NCTech to assert liquidated damages against Customer equal to fifty percent (50%) of the solicited person's annual compensation and all reasonable legal fees incurred by NCTech in enforcing its rights under this Section.

13. **CHOICE OF LAW; DISPUTE RESOLUTION.** These Terms will be interpreted and construed in accordance with the laws of the State of Nevada and the United States, excluding conflict of laws provisions. All disputes relating to these Terms will be subject to the exclusive jurisdiction of state and federal courts in Nevada, and the parties will submit to the personal and exclusive jurisdiction and venue of these courts; provided, however, that the foregoing does not prohibit NCTech from instituting an action in any court of competent jurisdiction to obtain injunctive relief to protect or enforce its intellectual property rights.

14. **RELATIONSHIP OF THE PARTIES.** The parties are independent contractors, and neither party has any power or authority, nor will it represent that it has any power or authority, to bind the other party or to assume or create any obligation or responsibility, express or implied, on behalf of the other party, or in the other party's name.

15. **GENERAL. Assignment.** These Terms bind the parties' representatives, successors, and assigns, except that neither party may assign these Terms without the prior written consent of the other party unless it is: (a) to an affiliate of the party; or (b) to a purchaser of all or substantially all of the business or assets of the party, whether by merger or otherwise, and written notice is provided within 30 days to the other party. **Notices.** Any written notice required to be given to a party will be given by personal delivery to that party, or mailed by registered or certified mail, return receipt requested, postage prepaid, to that party at that party's address on the Statement of Work. **Force Majeure.** Except for the obligation to make payments, neither party will be liable for delays or breaches in its performance under these Terms due to causes beyond its reasonable control. **Modifications; Severability; Waiver.** Any modification of these Terms will be effective only if in writing and signed by both parties. Any provision of these Terms that is held to be invalid, illegal or unenforceable will be severed from these Terms, and the remaining provisions will remain in full force and effect. No failure or delay by either party to exercise any right or remedy will be construed as a current or future waiver of such remedy or right. **Counterparts.** These Terms may

be executed in any number of counterparts, each of which will be deemed an original, and all of which taken together will constitute one and the same instrument. Facsimile signatures, or other electronic signatures, are binding and have the same effect as a handwritten signature.

In Witness Whereof, the parties have executed this Agreement.

NCTech, Inc.	Washoe County, NV
By: <u>Paul Mooney</u> <small>Paul Mooney (Apr 30, 2026 2:11:14 GMT+1)</small>	By:
Print Name: Paul Mooney	Print Name:
Title: CEO	Title:
Date: Apr 30, 2026	Date:

SERVICE SCHEDULE

VR.World – Data as a Service (“DaaS”)

This Service Schedule applies in addition to the General Terms and Conditions (“Terms”) to the provision of VR.World, a secure, scalable service that includes the hosting and provision of Image Material, Information Products and Software.

1. Definitions. In addition to terms defined in the Terms, the following terms will have the following meanings:

1.1 “**NCTech Site**” means the website provided by NCTech to Customer so it may access Information Products and Image Material on a remote basis.

1.2 “**Subscription Fee**” means the annual fee for a VR.World Subscription.

1.3 “**Subscription Start Date**” means the date that the Statement of Work is submitted or is otherwise identified on the Statement of Work.

1.4 “**Subscription Term**” means the period defined in the applicable Statement of Work.

1.5 “**System**” means the computers, servers and related equipment used by or on behalf of NCTech to provide access to the Services.

2. NCTech Responsibilities. NCTech will provide access to VR.World as of the Subscription Start Date, respond to Service incidents, and host and maintain VR.World and

Customer Data as set forth in this Schedule and the Terms. NCTech will make reasonable efforts to make VR.World available to the Customer twenty-four hours a day, seven days a week.

3. Customer Responsibilities. Customer (i) will upload sufficient Customer Data, in a suitable format, for NCTech to provide the Services; (ii) will have suitable computing devices to access the NCTech Offerings; (iii) is solely responsible for providing adequate security of Customer's internal systems, Customer Data and for all third-party fees associated with provision of the Services; and (iv) will comply with all third party acceptable use policies related to Third Party Technology used to view the Image Material.

4. Use Guidelines. Customer will use the Services including any (downloaded) Image Material or Information Products and adaptations, modifications, derivative works, additions or extensions thereof, solely for its internal business purposes and the specific purposes agreed upon in writing and will not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit the Services; (ii) attempt in any way to circumvent or otherwise interfere with any security precautions, procedural controls, or other measures relating to the NCTech Offerings; (iii) attempt to reverse engineer or decompile any component or element of the NCTech Offerings, (iv) transfer to third parties or permit third parties to use Customer's user name and password or NCTech Property, (v) disclose the Image Material or the Information Products or adaptations, modifications, derivative works, additions or extensions thereof to the public (including all conceivable Internet applications), (vi) systematically download the Image Material and/or the Information Products, (vii) use the Image Material and/or the Information Products for systematic extraction, inventory, annotation and/or change detection of (characteristics of) objects and 'points of interest' (hereinafter "Data Analysis") for commercial purposes of any nature whatsoever, including but not limited to renting, leasing, (sub)licensing, selling, alienating, pledging, transferring as security or under any title whatsoever and allowing third parties to use (the results of) the Data Analysis for any purpose whatsoever. (viii) use the System or the Services for any acts that are contrary to any applicable Regulations, or (ix) copy any Documentation other than is necessary for the purposes permitted under these Terms and for backup purposes, provided that Customer shall not remove any of NCTech's Marks when copying such Documentation. NCTech may immediately suspend all access to the NCTech Site and disable all Authorized User logins in the event NCTech reasonably suspects a misuse of the Services. If the Customer intends to use the Services including any (downloaded) Image Material or Information Products and adaptations, modifications, derivative works, additions or extensions thereof, for purposes other than those agreed upon pursuant to this Article, the Customer will request NCTech in writing for its upfront approval of such intended purposes. Approval by NCTech will be at her sole discretion but shall not be unreasonably withheld. Upon reasonable notice to Customer, NCTech may audit and inspect the use of the Services by the Customer in the event NCTech reasonably suspects a misuse of the Services. Customer will give NCTech access to its facilities, offices, and any information needed by NCTech to evaluate the use of the Services and Customer agrees to correct any deficiencies found during an audit at its expense.

5. Management of Services. NCTech is at all times entitled to make changes to the log-in procedure. NCTech will notify Customer about such changes as soon as possible. Without prior notice being required, NCTech is entitled to discontinue the operation of the System and/or the Services temporarily or to restrict use to the extent this is reasonably necessary for maintenance purposes or for necessary adjustments to or improvements in the System and/or Services without the Customer or an Authorized User being entitled to claim any compensation from NCTech.

6. Payment. Customer shall pay the agreed-upon Subscription Fee in advance. NCTech may change its fees from time to time; provided, however, that NCTech shall provide 30 days written notice of any change in fees. In the event that NCTech shall increase its fees pursuant to this Section, Customer shall have the right to terminate its current Statement of Work effective the date of such change in fees. Customer's obligation to payment of fees remains in full force and effect during any periods when the Services are inoperable.

7. Suspension of Service. NCTech has the right to suspend, terminate, or otherwise restrict the Customer's use of the Services or the Software if such use (a) results in a failure or delay of any network or system of NCTech or a third party, (b) is in violation of the Use Guidelines, or (c) if necessary or desirable for maintenance or improvement purposes. NCTech is not liable for any Action arising from the suspension, termination, or restriction of the Services or access to the Services pursuant to this Section.

8. Effect of Termination. Customer has (30) calendar days after the effective date of termination of this Agreement, or after the termination of a Statement of Work, to return or destroy any Confidential Information of NCTech. Further, if Customer terminates the Service before the end of the Subscription Term, Customer will not be entitled to any refund of prepaid fees and any fees by owed by Customer are immediately due and payable.

9. Warranty. NCTech warrants that the NCTech Offerings will operate in substantial conformity with the Documentation. NCTech does not guarantee that Customer's access to or use of the NCTech Offerings will be uninterrupted or error-free.

Exhibit: Acceptance Procedure - Washoe County

Specifications of acceptable images

1. License plates, faces, and other private data in the JPEG images are blurred.
2. Images labeled with parcel numbers and date stamps match the parcels identified.
 - a. At least one best JPEG image will be delivered for each major structure on the parcel (Improvements like sheds etc. are considered minor and excluded).
 - b. When there are multiple major buildings on a parcel such as those on commercial and apartment parcels, one best JPEG image for each building will be delivered and labeled according to Washoe's specification.
 - c. When there are multiple wings in a large building, or when the building is large such as a strip shopping center, multiple photos are to be captured each section. They will be delivered and labeled according to Washoe's specification.
3. Satisfactory Zoom level for identifying improvement existence, outlines, material types, etc.
 - a. The image should include the main structure on the parcel and exclude structures on other parcels if possible.
 - b. The image should include the complete elevation of the structure.
4. Satisfactory orientation/Angle in the JPEG images where the front of buildings is captured, or images from the street if the parcel is vacant.
5. Satisfactory brightness in JPEG images and in images in VR World with distinguishable outlines of the improvements for identification and measurement purposes.

Acceptance procedure

1. Pilot imagery set of 300-400 parcels in neighborhoods specified by Washoe are delivered in the first week of the data collection phase as specified in the statement of work for review of quality, and feedback for adjustment of capturing parameters. There will be 5 Working days from the availability date to report any issues found by Washoe, and 5 working days for NCTech to respond to the issues with a reasonable solution.
 - a. The pilot images will be available in VR World.

- b. The pilot imagery set is to include at least one track neighborhood, one non-track neighborhood, and a commercial neighborhood. Washoe will provide the neighborhoods to drive within one week of contract signature.
2. After the capturing parameters are reviewed and confirmed by Washoe from the pilot set, the images for the rest of the parcels will be captured and available for review in VR World in the timeline specified in the statement of work. There will be 10 working days from the availability date to report issues. There will also be 10 working days for NCTech to respond to the issues reported.
3. The JPEG images will be delivered later as outlined in the statement of work in weekly batches until all parcels are extracted. 10 working days for each batch from delivery to report for any issues found and 10 working days for NCTech to respond to issues with a reasonable solution.
 - a. The number of images in each of the batches is expected to be about similar for review planning purposes.
4. For issues discovered after the acceptance period, a feedback report mechanism is available to Washoe to report, and NCTech will respond within 10 working days with a solution or an estimated reasonable timeframe for a solution if it takes longer.