

**AMENDMENT TO AGREEMENT DATED JUNE 15, 2016 BETWEEN
PICTOMETRY INTERNATIONAL CORP. (“PICTOMETRY”) AND
WILLIAMSON COUNTY, TX (“CUSTOMER”)**

1. This Amendment, including all Sections and Appendices referenced herein (collectively, this “Amendment”) is entered into by and between Pictometry and Customer and supplements and modifies the terms of the Agreement dated June 15, 2016 as, to the extent applicable, previously modified by addenda or amendments thereto (collectively, the “Agreement”). Any purchase order or similar document issued by Customer in connection with this Amendment is issued solely for Customer’s internal administrative purposes and the terms and conditions set forth on such purchase order shall be of no force or effect as between the parties. To the extent that there is any inconsistency between the terms set forth in this Amendment and those set forth in the Agreement, the terms set forth in this Amendment shall prevail.

2. MODIFICATIONS TO AGREEMENT:

a. As of the Effective Date of this Amendment, the following shall be added to Section C of the Agreement:

“7. Customer shall own the copy of the orthogonal imagery delivered to it by Pictometry pursuant to this Agreement. Such orthogonal imagery shall not constitute Delivered Content for purposes of this Agreement. As such, Customer is free to use, reproduce and redistribute copies of the orthogonal imagery so delivered in any manner without any accounting to Pictometry. Pictometry shall own those copies of the orthogonal imagery delivered pursuant to this Agreement that are in Pictometry’s possession. As such Pictometry is free to use, reproduce and redistribute copies of the orthogonal imagery delivered pursuant this Agreement in any manner without any accounting to Customer. Except for the copy of the orthogonal imagery delivered to Customer by Pictometry pursuant to this Agreement, all imagery (including associated metadata), online services, and software delivered or otherwise made available to Customer pursuant to this Agreement constitute Delivered Content, Online Services, Pictometry Software, as appropriate, and are and shall remain the exclusive property of Pictometry, subject to the rights of Customer to use the Delivered Content, Online Services, and the Pictometry Software pursuant to the licenses granted by Pictometry elsewhere in this Agreement.”


3. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

CUSTOMER NOTICE ADDRESS	PICTOMETRY NOTICE ADDRESS
301 SE Inner Loop, Suite 107	25 Methodist Hill Drive
Georgetown, TX 78626	Rochester, NY 14623
Attn: George Strebel, GIS Manager	Attn: General Counsel
Phone: (512) 943-1474	Phone: (585) 486-0093 Fax: (585) 486-0098

Either party may change their respective notice address by giving written notice of such change to the other party at the other party’s then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

This Amendment shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by Pictometry of such fully executed document.

PARTIES:

CUSTOMER	PICTOMETRY
WILLIAMSON COUNTY, TX	PICTOMETRY INTERNATIONAL CORP.
(entity type)	a Delaware corporation
SIGNATURE:	SIGNATURE: 
NAME:	NAME: <small>919C59280FF1419...</small> Brian Brockmann
TITLE:	TITLE: Corporate Vice President
DATE:	EXECUTION DATE: 9/6/2018
	DATE OF RECEIPT (EFFECTIVE DATE):