

**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.

Section A: Product Descriptions, Prices and Payment Terms
Sector Maps (3)

2. **MODIFICATIONS TO AGREEMENT:**

- a. As of the Effective Date of this Amendment, the products, product parameters, and payment terms pertaining to the Third and Fourth Projects set forth in the Agreement are deleted in their entirety and replaced with the the products, product parameters, and payment terms set forth in Section A of this Amendment.
- b. The Sector Maps attached to this Amendment shall be added to the Agreement.
- c. Upon execution of this Amendment, Customer requests that Pictometry commence the Third Project (as modified by this Amendment) subject to the terms and conditions of the Agreement.
- d. Notwithstanding anything herein to the contrary, Pictometry's obligation to provide the Existing Imagery and associated mosaic and tile products set forth in Section A of this Amendment is contingent upon Pictometry completing image captures for William Central Appraisal District and Travis Central Appraisal District. In the event that Pictometry does not complete these image captures, it is under no obligation to provide the Existing Imagery and associated mosaic and tile products set forth in this Amendment.
- e. All other terms and conditions set forth in the Agreement not expressly modified by this Amendment shall remain in full force and effect.

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 Strebels, 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.

[Signature page follows]

PARTIES:

CUSTOMER	PICTOMETRY
WILLIAMSON COUNTY, TX	PICTOMETRY INTERNATIONAL CORP.
(entity type)	a Delaware corporation
SIGNATURE:	SIGNATURE: DocuSigned by: <i>Brian Brockmann</i>
NAME:	NAME: 919C59280FF1419... Brian Brockmann
TITLE:	TITLE: Corporate Vice President
DATE:	EXECUTION DATE: 10/10/2018
	DATE OF RECEIPT (EFFECTIVE DATE):

SECTION A**PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS**

Pictometry International Corp.
25 Methodist Hill Drive
Rochester, NY 14623

ORDER #

C184260

BILL TO
Williamson County, TX
George Strebel, GIS Manager
301 SE Inner Loop, Suite 107
Georgetown, TX 78626
(512) 943-1474
gstrebel@wilco.org

SHIP TO
Williamson County, TX
George Strebel, GIS Manager
301 SE Inner Loop, Suite 107
Georgetown, TX 78626
(512) 943-1474
gstrebel@wilco.org

CUSTOMER ID	SALES REP	FREQUENCY OF PROJECT
A117697	MThom	

THIRD PROJECT					
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
1	Pictometry Connect - CA - 50	Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement	\$2,200.00	\$1,650.00 (25%)	\$1,650.00
1	Pictometry Connect View - CA	Pictometry Connect View - CA (Custom Access) provides visualization-only access to the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web application or server based integration. Requires a customer-provided web application or server based application. With respect to imagery available through this product to third parties or the Public, Pictometry reserves the right to reduce the resolution of the imagery available. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Web Visualization Offering Terms and Conditions	\$750.00	\$562.50 (25%)	\$562.50
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately. Applicable Terms and Conditions: Order Form	\$199.00		\$199.00
9	Tiles - Standard (3in GSD; JPG format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$20.00		\$180.00
9	Mosaic - Area Wide (3in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$2.00		\$18.00
11	Mosaic - Area Wide (3in GSD; MrSID format, combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of MrSID area-wide mosaics of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$2.00	\$0.00 (100%)	\$0.00
11	Tiles - Standard (3in GSD; JPG format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$20.00	\$0.00 (100%)	\$0.00

11	Existing Imagery	Refer to non-standard product specifications for details on existing imagery to be provided. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$0.00		\$0.00
9	Existing Imagery	Refer to non-standard product specifications for details on existing imagery to be provided. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$0.00		\$0.00
1	Oblique Imagery Bundle with One (1) Year of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, five (5) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of one years from the initial date of shipment of the EFS software, along with a copy of the updated documentation. Applicable Terms and Conditions: Software License Agreement	\$0.00		\$0.00
316	Existing Imagery	Refer to non-standard product specifications for details on existing imagery to be provided. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$0.00		\$0.00
316	Tiles - Standard (3in GSD; JPG format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$20.00	\$0.00 (100%)	\$0.00
316	Mosaic - Area Wide (3in GSD; MrSID format, combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of MrSID area-wide mosaics of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$2.00	\$0.00 (100%)	\$0.00
902	Existing Imagery	Refer to non-standard product specifications for details on existing imagery to be provided. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$0.00		\$0.00
902	Tiles - Standard (9in GSD; JPG format) Per Sector	Available with corresponding 9" GSD imagery purchase. 9-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$10.00	\$0.00 (100%)	\$0.00
902	Mosaic - Area Wide (9in GSD; MrSID format, combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of MrSID area-wide mosaics of 9-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$0.50	\$0.00 (100%)	\$0.00
SUBTOTAL – THIRD PROJECT					\$2,609.50

FOURTH PROJECT

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
1	Pictometry Connect - CA - 50	Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement	\$2,200.00	\$1,650.00 (25%)	\$1,650.00
1	Pictometry Connect View - CA	Pictometry Connect View - CA (Custom Access) provides visualization-only access to the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web application or server based integration. Requires a customer-provided web application or server based application. With respect to imagery available through	\$750.00	\$562.50 (25%)	\$562.50

		this product to third parties or the Public, Pictometry reserves the right to reduce the resolution of the imagery available. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Web Visualization Offering Terms and Conditions			
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately. Applicable Terms and Conditions: Order Form	\$199.00		\$199.00
9	Tiles - Standard (3in GSD; JPG format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$20.00		\$180.00
9	Mosaic - Area Wide (3in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$2.00		\$18.00
11	Mosaic - Area Wide (3in GSD; MrSID format, combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of MrSID area-wide mosaics of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$2.00	\$0.00 (100%)	\$0.00
11	Tiles - Standard (3in GSD; JPG format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$20.00	\$0.00 (100%)	\$0.00
11	Existing Imagery	Refer to non-standard product specifications for details on existing imagery to be provided. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$0.00		\$0.00
9	Existing Imagery	Refer to non-standard product specifications for details on existing imagery to be provided. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$0.00		\$0.00
1	Oblique Imagery Bundle with One (1) Year of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, five (5) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of one years from the initial date of shipment of the EFS software, along with a copy of the updated documentation. Applicable Terms and Conditions: Software License Agreement	\$0.00		\$0.00
316	Existing Imagery	Refer to non-standard product specifications for details on existing imagery to be provided. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$0.00		\$0.00
316	Tiles - Standard (3in GSD; JPG format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$20.00	\$0.00 (100%)	\$0.00
316	Mosaic - Area Wide (3in GSD; MrSID format, combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of MrSID area-wide mosaics of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$2.00	\$0.00 (100%)	\$0.00
902	Existing Imagery	Refer to non-standard product specifications for details on existing imagery to be provided.	\$0.00		\$0.00

		Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use			
902	Tiles - Standard (9in GSD; JPG format) Per Sector	Available with corresponding 9" GSD imagery purchase. 9-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$10.00	\$0.00 (100%)	\$0.00
902	Mosaic - Area Wide (9in GSD; MrSID format, combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of MrSID area-wide mosaics of 9-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$0.50	\$0.00 (100%)	\$0.00
SUBTOTAL – FOURTH PROJECT					\$2,609.50

¹Amount per product = ((1-Discount %) * Qty * List Price)

The following are modifications to the standard product specifications for products listed above:

Existing Imagery to be provided is shown on the Sector Map attached to this Agreement.

FEES; PAYMENT TERMS

Paragraph 5 of Section C: Non-Standard Terms and Conditions of the Agreement (Payment Pursuant to Texas Government Law) shall be incorporated herein as if copied in full.

THIRD PROJECT

Due at Initial Shipment of Imagery	\$397.00
Due at Activation of Online Services	\$2,212.50
Total Payments	\$2,609.50

FOURTH PROJECT

Due at Initial Shipment of Imagery	\$397.00
Due at Activation of Online Services	\$2,212.50
Total Payments	\$2,609.50

PRODUCT PARAMETERS

THIRD PROJECT IMAGERY

Product: <i>Leaf:</i>	Existing Imagery Leaf Off: Less than 30% leaf cover
---------------------------------	---

CONNECT

Product: <i>Admin User Name:</i> <i>Admin User Email:</i> <i>Geofence:</i>	Pictometry Connect - CA - 50 George Strebel gstrebel@wilco.org TX Williamson (Primary Geofence)
--	---

Product: <i>Admin User Name:</i> <i>Admin User Email:</i> <i>Geofence:</i>	Pictometry Connect View - CA George Strebel gstrebel@wilco.org TX Williamson (Primary Geofence)
--	---

FOURTH PROJECT IMAGERY

Product: <i>Leaf:</i>	Existing Imagery Leaf Off: Less than 30% leaf cover
---------------------------------	---

CONNECT

Product: **Pictometry Connect - CA - 50**
Admin User Name: George Strebel
Admin User Email: gstrebel@wilco.org
Geofence: TX Williamson (Primary Geofence)

Product: **Pictometry Connect View - CA**
Admin User Name: George Strebel
Admin User Email: gstrebel@wilco.org
Geofence: TX Williamson (Primary Geofence)

STANDARD ORTHO MOSAIC PRODUCTS

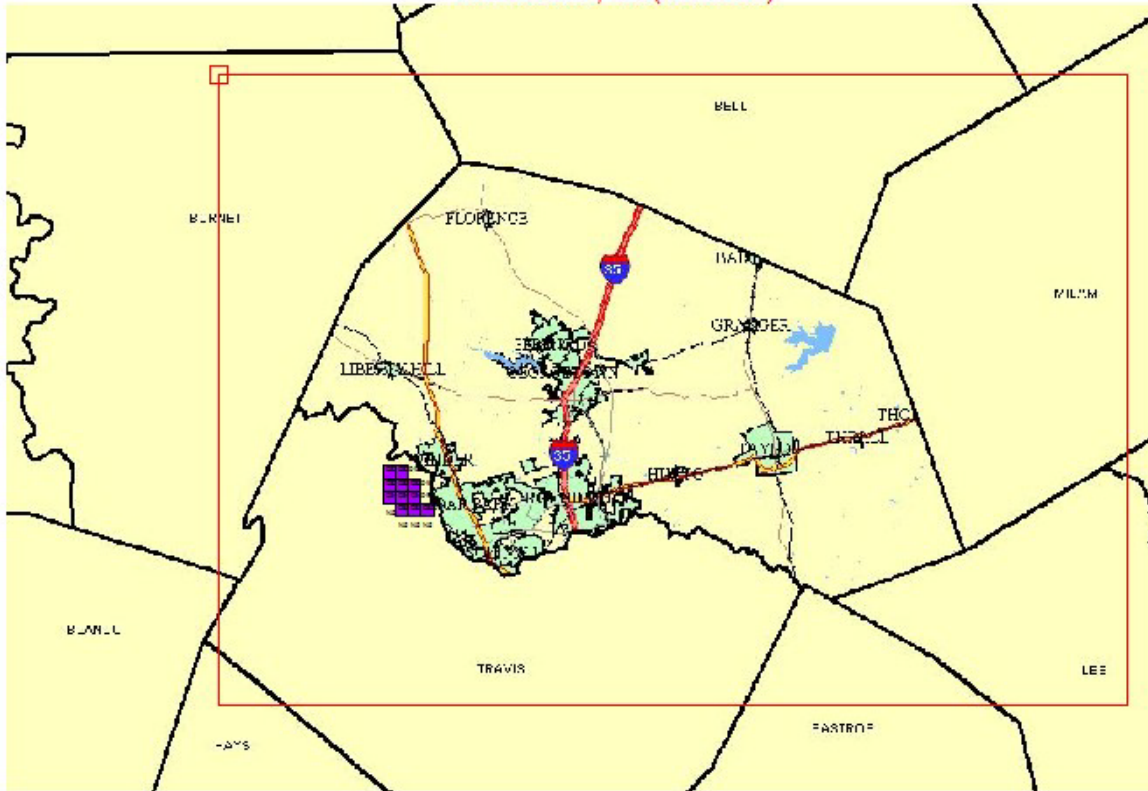
Pictometry standard ortho mosaic products are produced through automated mosaicking processes that incorporate digital elevation data with individual Pictometry ortho frames to create large-area mosaics on an extremely cost-effective basis. Because these products are produced through automated processes, rather than more expensive manual review and hand-touched corrective processes, there may be inherent artifacts in some of the resulting mosaics. While Pictometry works to minimize such artifacts, the Pictometry standard ortho mosaic products are provided on an 'AS IS' basis with respect to visible cutlines along mosaic seams resulting from the following types of artifacts:

- i. Disconnects in non-elevated surfaces generally caused by inaccurate elevation data;
- ii. Disconnects in elevated surfaces (e.g., roadways, bridges, etc.) generally caused by elevated surfaces not being represented in the elevation data;
- iii. Building intersect and clipping generally caused by buildings not being represented in the elevation data;
- iv. Seasonal variations caused by images taken at different times during a season, or during different seasons;
- v. Ground illumination variations caused by images taken under different illumination (e.g., sunny, high overcast, morning light, afternoon light, etc.) within one flight day or during different flight days;
- vi. Single GSD color variations caused by illumination differences or multiple-aircraft/camera captures;
- vii. Mixed GSD color variations caused by adjacent areas being flown at different ground sample distances (GSDs); and
- viii. Water body color variations caused by multiple individual frames being used to create a mosaic across a body of water (e.g., lakes, ponds, rivers, etc.).

Other Pictometry products may be available that are less prone to such artifacts than the Pictometry standard ortho mosaic products.

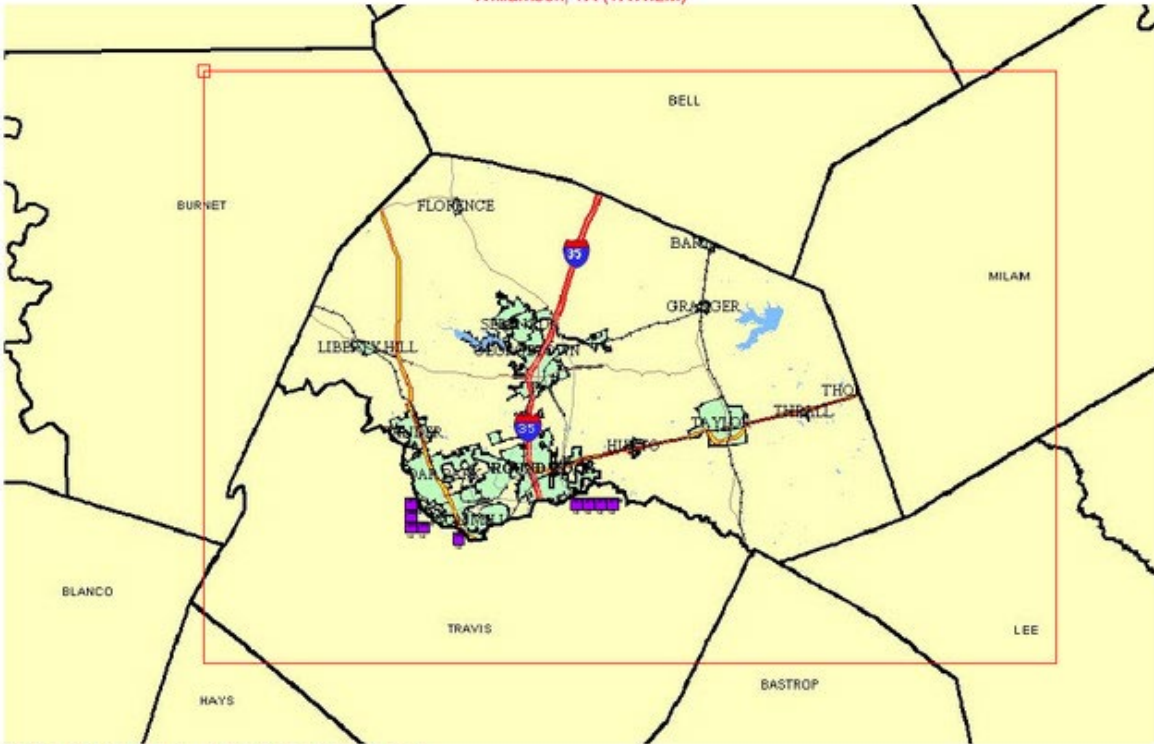
SECTOR MAPS (3)

Williamson, TX (TXWILM)



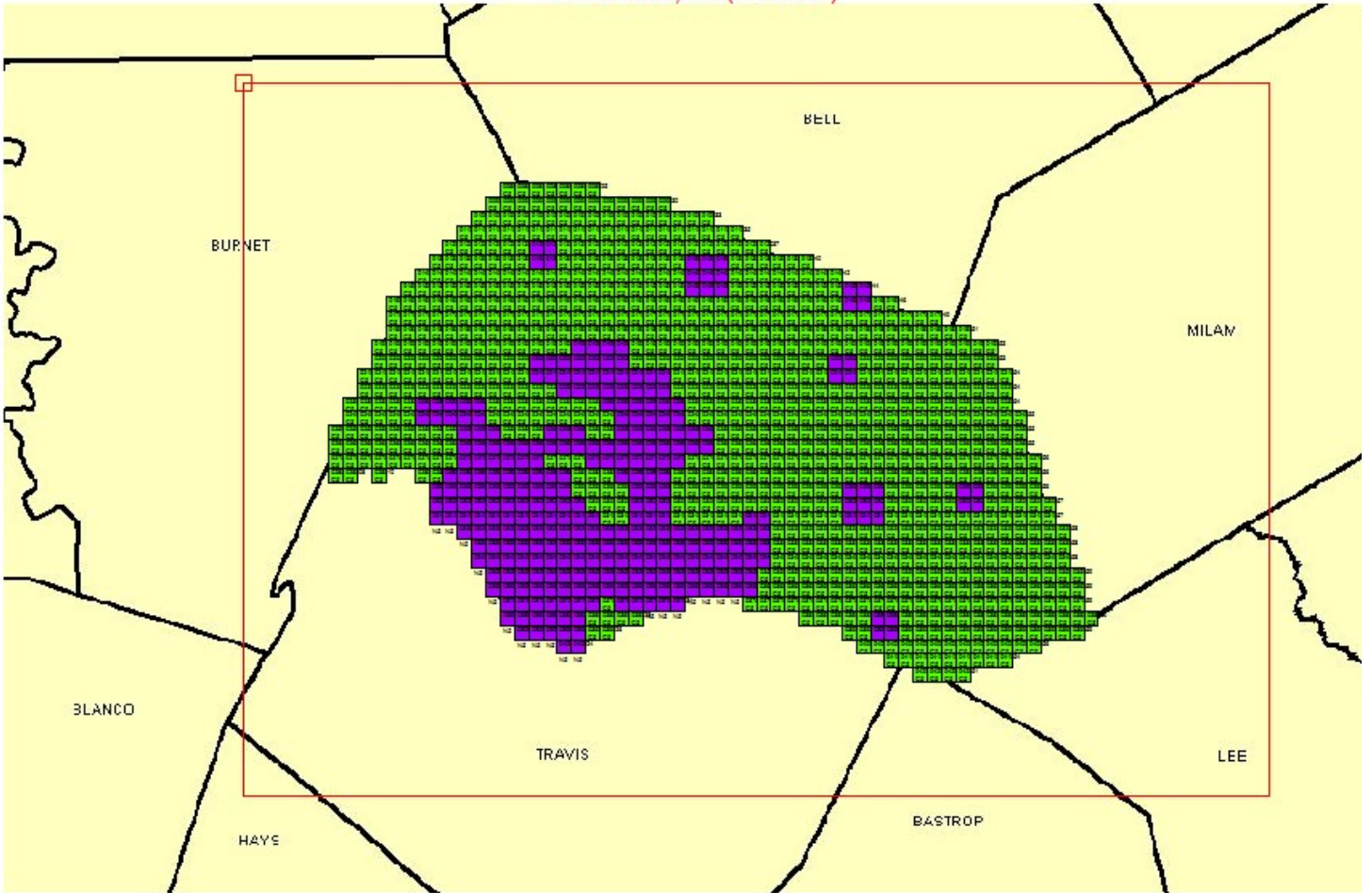
Community Sectors: 0 Neighborhood Sectors: 11

Williamson, TX (TXWILM)



Community Sectors: 0 Neighborhood Sectors: 9

Williamson, TX (TXWLM)



Community Sectors: 902 Neighborhood Sectors: 316