AMENDMENT TO AGREEMENT DATED AUGUST 19TH, 2020 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 August 19th, 2020 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:
   As of the Effective Date of this Amendment, the parties mutually agree to terminate their obligations with respect to the Fifth and Sixth Projects set forth in this Agreement without any liability of either party to the other with respect to such termination. Each party fully and forever releases the other of and from any and all claims and causes of action, demands, duties, obligations, agreements, promises, liabilities, damages, costs and/or fees, whether known or unknown, suspected or unsuspected, arising out of or relating to the Fifth and Sixth Projects set forth in this Agreement.

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.**
	a Delaware corporation
SIGNATURE:	**SIGNATURE:** *Robert Locke* Robert Locke (Dec 10, 2024 15:24 EST)
NAME:	**NAME:** Robert Locke
TITLE:	**TITLE:** President
DATE:	**EXECUTION DATE:** 12/10/24
	DATE OF RECEIPT (EFFECTIVE DATE):