

### **Amendment No. 1 of the Customer Agreement**

This Amendment No. 1 ("First Amendment"), effective July 8, 2019 ("First Amendment Effective Date"), is made by and between Gatso USA, Inc. ("Gatso") and the Village of Orland Park, Illinois (the "Village"), and amends the Customer Agreement, dated July 7, 2014 ("Agreement"). All capitalized terms used and not otherwise defined in this First Amendment shall have the meanings set forth in the Agreement.

**WHEREAS**, the corporate name of Gatso USA, Inc. has changed; and

**WHEREAS**, the parties mutually desire to continue the relationship described in the Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions set forth in the Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties agree to amend the Agreement as follows:

1. **Corporate Name Change**. On February 2, 2018, Gatso filed with the Delaware Secretary of State a Certificate of Amendment of Certificate of Incorporation changing its name from Gatso USA, Inc. to Sensys Gatso USA, Inc. A copy thereof is attached hereto as Exhibit A. Accordingly, all references to Gatso USA, Inc. in the Agreement are hereby deleted and replaced with Sensys Gatso USA, Inc.
2. **Term of the Agreement**: Notwithstanding anything to the contrary in Section 2.1, the parties mutually agree as follows:
  - a. The Term shall extend for an additional one (1) year period, through July 7, 2020; and
  - b. Notwithstanding the foregoing, if the Village requests, and Gatso installs, one (1) or more additional Cameras prior to July 7, 2020, the Term shall extend for an additional three (3) year period, through July 7, 2022.
3. Amend Section 3.1.1 to replace the reference to \$36.00 and replace with \$38.00.
4. Delete Section 3.2.3 of Agreement and replace with the following:

At the end of each calendar year during the Term, the pricing set forth in Section 3.1 will increase commensurate with the Consumer Price Index (CPI) per the publication of the U.S. Department of Labor Consumer Price Index for U.S. City average. Updated pricing will be reflected in the first invoice of each calendar year during the Term.

This First Amendment constitutes the entire agreement and understanding concerning the subject matter addressed herein, and supersedes and replaces all prior negotiations and all agreements proposed or otherwise, whether written or oral, concerning the subject matter hereof. Each party expressly acknowledges that they have not relied on any representations, oral or otherwise, in signing this First Amendment, except for those expressly stated herein. Except as amended hereby, the Agreement shall remain unchanged and in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have caused this First Amendment to be executed by their respective authorized representatives.

**AGREED TO:**

**Sensys Gatso USA, Inc.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**AGREED TO:**

**The Village of Orland Park, Illinois**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**