

First Amendment of the Agreement

This First Amendment (“First Amendment”) is effective as of January 1, 2024 (the “Amendment Effective Date”), is made by and between Sensys Gatso USA, Inc. (“Sensys Gatso”) and the City of Muscatine, Iowa (the “Customer” or “City”), and further amends the Customer Agreement, dated March 8, 2010, by and between Sensys Gatso and the City. All capitalized terms used and not otherwise defined in this First Amendment shall have the meanings set forth in the Agreement.

RECITALS

WHEARAS, The Parties entered into a Customer Agreement between the City of Muscatine and Sensys Gatso USA, Inc. for an automated red light photo enforcement program on or about March 8, 2010 (the “Original Customer Agreement”);

WHERAS, On or about February 21, 2014, the Parties exercised the first of two optional one-year extensions to extend the term of the Original Customer Agreement (the “First Extension Letter”). On or about March 4, 2016, the Parties extended the term and amended the Original Agreement effective April 9, 2015 with an automatic one year renewal term until such time that the City notifies Sensys Gatso in writing of its decision to terminate the Original Customer Agreement (the “Second Extension Letter”). Collectively, the Original Customer Agreement, the First Extension Letter and the Second Extension Letter, the “Agreement;” and

WHERAS, The Parties now desire to make additional modifications herein, including changing and extending the term and upgrading the existing equipment to S-series.

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:

TERMS AND CONDITIONS

1. **Initial Term; Extensions.** Subsection 1.1 of the Agreement is hereby deleted and replaced with the following:
 - 1.1. **Initial Term; Extensions.** This Agreement shall commence on the Amendment Effective Date and continue for a period of five (5) years (the “Initial Term”), with two optional two year extensions.
2. **Scope of Work.** The below paragraph shall be added to the end of Subsection 3.1 titled The System:

Commencing on or around the Amendment Effective Date, Sensys Gatso will upgrade the existing GATSOMETER red-light photo enforcement systems to Sensys Gatso’s S-Series.

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 and as previously amended, 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: William Braden
Name: Bill Braden
Title: President and Managing Director
Date: 1/8/24

AGREED TO:

The City of Muscatine, Iowa

By: JBSE
Name: Brad Beck
Title: Mayor of Muscatine
Date: 1-4-24