

Conduent State & Local Solutions, Inc.
January 22, 2024

Town of Upper Marlboro, Inc.
Attention: David A. Burse
Chief of Police
Prince George's County Seat of Government
14211 School Lane,
Upper Marlboro MD 20772
United States

via Email Transmission

Re: Consent to Assignment

Dear Chief Burse,

I am writing with respect to the Agreement for Automated Traffic Enforcement Services dated November 16th, 2021 (as amended to date, the "Agreement"), between the Town of Upper Marlboro ("you") and Conduent State & Local Solutions, Inc. ("Conduent").

I am pleased to inform you that Conduent and certain affiliates of Conduent, entered into an agreement with Modaxo Traffic Management USA, Inc. a Delaware corporation, and certain affiliates of such entity (collectively, "Modaxo"), pursuant to which Modaxo intends to acquire Conduent's parking and public safety lines of business, among other things, and in connection therewith, Conduent intends to sell, assign and transfer the Agreement to Modaxo and Modaxo intends to assume the Agreement (collectively, the "Transaction"). Pursuant to Section 15.2 of the Agreement, Conduent may be required, under the terms of the Agreement, to notify you of and/or obtain your consent to the Transaction, including the assignment of the Agreement.

I am writing to notify you of the Transaction and to request your consent to the Transaction, including the assignment of the Agreement. By returning a signed copy of this letter to me, you: (i) approve of and consent to, the Transaction; (ii) waive any rights (including termination rights), procedural requirements (including any right to notice), defaults or breaches arising under the Agreement as a result of, or in connection with, the Transaction; (iii) acknowledge that such approval, together with this letter, will satisfy any provision of the Agreement requiring notice of, or delivery of any materials or information in connection with, the completion of the Transaction; (iv) acknowledge and agree that, to the extent the Agreement or such other agreements entered into in connection with the Agreement, whether oral or written, contain any provision to the contrary, such provision is hereby waived with respect to the Transaction and the assignment; and (v) acknowledge and agree that the Agreement will not be impacted by the Transaction, such that following the consummation of the Transaction, the Agreement will continue between you and Modaxo as in effect immediately prior to the consummation of the Transaction.

After giving effect to the Transaction, all notices to Modaxo under the Agreement shall be sent to:

Scott Winks, Group Leader
c/o Modaxo Group Inc.
5060 Spectrum Way, Suite 100, Mississauga, ON, L4W 5N5, Canada
Scott.Winks@modaxo.com

If you agree with the above, please return a signed copy of this letter via email to me at Ryan.Oswald@conduent.com as soon as possible. Please feel free to call me at (204)990-5695 if you have any questions or concerns. If the Transaction does not occur, this consent and waiver provided will be null and void. We request your cooperation in maintaining the confidentiality of the information contained in this letter. ***In the interest of time, we ask that you return a countersigned copy of this letter as soon as possible.***

[Signature Page Follows.]

Delivery of a signed counterpart signature page to this letter by fax, email in .pdf format (including via www.DocuSign.com), or any other electronic means is sufficient.

Very truly yours,

Conduent State & Local Solutions, Inc.

By: Ryan Oswald

Name: Ryan Oswald

Title: Operations Director

Acknowledged, agreed and
consented to:

TOWN OF UPPER MARLBORO

By: _____

Name: _____

Title: _____

Date: _____, 2024