



QUOTE

Lytx, Inc.
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Quote # Q-173652
Date November 6, 2025
Valid Until November 30, 2025
Account Executive Joshua Newell
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Client Name: City of Ocala

Bill To Human Resources & Risk Management 110 SE Watula Avenue, 3rd Floor Ocala, FL 34471	Ship To City of Ocala 1805 NE 30TH AVE Bld 200 Ocala, FL 34470	Contact Richard Dennis (352) 401-3989 rdennis@ocalafl.gov
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RENEWAL TERMS

All of Client's existing Subscription Services ("Existing Subscriptions") are hereby amended and restated with the Subscription Services at the specified quantity, subscription term, and renewal price set forth below (each, a "Renewal Subscription"), effective as of the subscription start date ("SSD"), with such Renewal Subscriptions commencing and becoming billable on the SSD notwithstanding anything to the contrary herein.

SUBSCRIPTION SERVICES

Billed based on committed quantity in accordance with the Subscriptions section of Addendum A

Item	Qty	Subscription Start Date (SSD)	Billing Frequency	Term Months from SSD	Sales Price	Total Price per Billing Period
Fleet Tracking Service	488	March 1, 2026	Annually	60	USD \$28.02	USD \$13,673.76
Lytx DriveCam (VER) Alliance License*Includes use of SF400 with warranty	488	March 1, 2026	Annually	60	USD \$242.72	USD \$118,447.36
Driver Safety Program	488	March 1, 2026	Annually	60	USD \$95.26	USD \$46,486.88
Facial ID and Consent Management	488	March 1, 2026	Annually	Month-to-Month	USD \$36.00	USD \$17,568.00
HD Video	488	March 1, 2026	Annually	Month-to-Month	USD \$12.00	USD \$5,856.00
Premium Support Package	1	March 1, 2026	Annually	60	USD \$0.00	USD \$0.00
					TOTAL USD	\$202,032.00

SPECIAL TERMS

Description

Fees for subscription Services purchased under this Agreement may be increased on the third anniversary of the Effective Date by an amount not to exceed the greater of twelve percent (12%) or an adjustment tied to the Consumer Price Index (CPI), and then annually thereafter in an amount not to exceed the greater of six percent (6%) per year or an adjustment tied to CPI. Written notice of any subscription price adjustment will be provided at least sixty (60) days in advance.

All sales as a result of this quotation are subject to the additional terms in Addendum A attached hereto and in the Master Purchase Agreement, Trial Agreement or other services agreement, as applicable, between Lytx and Client (the "Agreement").

By signing below, Client's authorized representative agrees to purchase the Products and Services described in this Quote, which becomes a binding part of the above-referenced Agreement upon acceptance by Lytx:

PRINTED NAME	SIGNATURE	PO# (Optional)
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TITLE	DATE	PO Amount (Optional)
Credit Card Information (Optional) We will call the name and number below for card information. All payments are processed upon shipment.		

CONTACT NAME	CONTACT PHONE	CONTACT EMAIL
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*** Please see [the Program Feature Configuration Worksheet](#) for more information about the Program Feature configurations. Client is responsible for managing these Product settings.

ADDENDUM A ADDITIONAL QUOTE TERMS

Definitions: Unless otherwise defined herein, capitalized terms used in this Quote have the same meaning as set forth in the Agreement. Event Recorder has the same meaning as VER. All items listed in the Subscription Services box on the preceding page(s) are Managed Services subscriptions under the Agreement.

Invoicing: Renewal Subscriptions billed based on committed quantity are invoiced in advance based on the quantity purchased. Applicable taxes, shipping and handling may apply and shall be paid by Client.

Renewal Subscriptions: In connection with the renewal of an Existing Subscription to a Renewal Subscription, the Existing Subscription price changes to the Renewal Subscription Sales Price on the applicable SSD. Lytx also reserves the right to audit the number of Client's Event Recorders using Renewal Subscriptions, and to the extent such amount exceeds the purchased quantity, Client agrees to pay Lytx for such excess at the applicable rate for such Service. All Renewal Subscriptions shall remain billable through the duration of the Subscription Term (which means both the remaining period from SSD until completion of the number of months listed in the "Term Months from SSD" column, and the renewal period(s) thereafter as described in the Agreement; however, solely for any subscription Services identified as "month-to-month" in the "Term Months from SSD" column, the Subscription Term auto-renews each month for another monthly period unless terminated).

Alliance Subscriptions: The following special terms apply to Lytx AllianceSM and Lytx Alliance PlusSM subscriptions: (1) title of the Event Recorder shall remain at all times with Lytx; (2) Client must return the Event Recorder to Lytx in good working condition, reasonable wear and tear excepted, upon expiration of the Subscription Term; (3) the Unreturned Event Recorder Fee in the amount of **\$550** per VER shall apply to any Event Recorder that is not returned within 30 days of termination or is returned damaged, or destroyed (reasonable wear and tear excepted); (4) Client shall have care, custody and control of the Event Recorder upon Lytx's delivery to the carrier, through the duration of the Subscription Term and until return of the Event Recorder upon the expiration of the Subscription Term; (5) subject to the warranty provisions of the Agreement and the Event Recorders not having been tampered or damaged by Client, the Warranty Period for the Event Recorders shall be from shipment through the duration of the Subscription Term; (6) such subscriptions are non-transferable, non-cancelable and cannot be terminated early without consent from Lytx; if Client is permitted to terminate early, all payments due through the end of the Subscription Term shall accelerate, and Client agrees to make payment of all remaining payments obligations under the Agreement within 30 days from such termination; and (7) Client agrees to provide Lytx any reasonably requested financial information within 2 weeks of written request by Lytx, in connection with Client's qualification for and participation in these plans. In addition, initial installation services are included with Lytx Alliance Plus subscriptions.

Products: Each video subscription includes access to continual recording, video browse, and video upload and download capabilities, and a total of five (5) minutes of End User-initiated browse, livestream and/or video upload time per month, per subscribed vehicle; video/images selected by Lytx and included in a Service do not count against such minutes. Premium event review and coaching workflow is only available with Driver Safety Program. Certain functionality is dependent on the model of Event Recorder used. Certain functionality is only available as a company-level setting and cannot be configured at a group-level. Lytx does not represent or warrant that all features and functionalities will be available in all jurisdictions. Standard support services are provided unless Client has purchased Premium Support services. Premium Support services become billable on the SSD. Premium Support and Asset Tracking Service auto-renew based on the terms of the Agreement that apply to Managed Services. Product output may contain data generated by AI, which is not intended to be used for employment-related decisions and is not a substitute for human supervision. Lytx reserves the right to require evidence of Client's use of the Products and Services in compliance with applicable laws (e.g., providing notice or obtaining consent for data collected and processed by Lytx to perform the Services) prior to enabling or allowing continued enablement of the Services.

Live Stream: THE LIVE STREAM CAPABILITIES AVAILABLE WITH LYTX VIDEO SERVICES PROVIDE A VIEW FROM THE SELECTED CAMERA AND A GPS MAP LOCATION. THE LIVE STREAM WILL HAVE AN APPROXIMATE DELAY OF 10-15 SECONDS. CLIENT ACKNOWLEDGES AND AGREES LIVE STREAM SHOULD NEVER BE USED TO ASSIST THE DRIVER IN OPERATING THE VEHICLE AND CLIENT ACKNOWLEDGES THE FOREGOING WARNING, FOR ITSELF AND CLIENT'S DRIVERS (WHOM CLIENT AGREES TO REGULARLY WARN AND INSTRUCT ON PROPER USE OF LIVE STREAM).

API: For any included API, Lytx will provide documentation on how the API works. Client is responsible for API integration and programming.

Termination: Any termination shall be effective on the last day of the billing period in which a written termination notice is received by Lytx or such later date specified in the notice. If the cellular network utilized by the Products is no longer available due to retirement or other termination, Lytx reserves the right to terminate the impacted Services, or provide reasonable substitutions to continue Services, without penalty.

Notice: To the extent not exempt, this contractor and its subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.