

**ADDENDUM TO**  
**MASTER PURCHASE AGREEMENT**  
**(Facial ID and Consent Management)**

Lytix, Inc. ("**Lytix**") and City of Ocala have entered into a Master Purchase Agreement, Order Terms, or similar agreement, dated on or about February 5, 2021 (the "**Agreement**"). The parties desire to supplement the Agreement with the terms and conditions set forth in this Addendum to Master Purchase Agreement ("**Addendum**"). Capitalized terms used herein and not otherwise defined shall have the meanings given them in the Agreement.

1. Facial ID and Consent Management. Client has elected to enable Lytx's Facial ID and Consent Management service, a camera-based driver identification solution using facial recognition technology for identifying and assigning drivers in the Lytx Services (the "**Facial ID Service**"). Lytx's Facial ID Service is not available in the state of Illinois and is not permitted to be used for drivers under age eighteen. Lytx's Biometric Information Privacy Policy ([Lytix Biometric Information Privacy Policy](#)) applies to the Facial ID Service. Client acknowledges and agrees that the Facial ID Service activation will not occur unless or until Client has obtained all necessary consents and certified same to Lytx.

2. Client Obligations. Client acknowledges that it is aware of all applicable federal, state, and local laws (collectively, "**Applicable Laws**") governing the use of this feature. Client further agrees that it, and not Lytx, is solely responsible for providing any necessary notices to, and/or obtaining all necessary consents from its vehicle drivers for the collection and processing of video, biometric and/or other Data processed by Lytx to perform the Facial ID Service which may be required under Applicable Law. Client understands and agrees that, as a condition to using the Facial ID Service, Client is required to use Lytx's Consent Management service (unless otherwise approved by Lytx in writing). Client understands and agrees that failure to do so may result in a delay or interruption of the Facial ID Service, and that such subscriptions shall remain billable and no refunds shall apply in such event. Client represents and warrants to Lytx that the Client's use of the Facial ID Service will not violate any Applicable Laws.

3. Disclaimers. Lytx does not guarantee that it will be able to accurately identify a driver though Client's use of the Facial ID Service, and Client shall remain ultimately responsible for accurately identifying drivers and any damages resulting from the failure to do so. While Lytx's Facial ID Service makes available to Client a driver notice and consent form, Client acknowledges and agrees that it remains Client's solely responsibility to determine if such form of notice and/or consent is sufficient to satisfy Client's obligations under Applicable Law. Lytx expressly disclaims any liability arising from or related to Client's compliance with Applicable Law, including without limitation failure to give sufficient notice to, or obtain sufficient consent from, Client's drivers, including as it pertains to the collection of video, biometric and/or other Data. Client shall indemnify and hold Lytx harmless for all claims arising out of Client's use of the Facial ID Service.

4. Effect. The terms and conditions of this Addendum shall become effective as of the date this Addendum is executed by both parties. The Addendum shall supplement the Agreement and its terms and conditions are hereby incorporated by this reference into the Agreement. All other terms of the Agreement shall remain in full force and effect.

**THE PARTIES HEREBY AGREE TO THE FOREGOING TERMS AND CONDITIONS:**

**LYTX, INC.**

**City of Ocala**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

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

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

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

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

Address: \_\_\_\_\_

Address: \_\_\_\_\_

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

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