

DRIVECAM[®] PROGRAM TRIAL AGREEMENT

This Trial Agreement ("Agreement") is entered into this 8th day of July, 2020, (the "Effective Date") by and between Lytx, Inc., a Delaware corporation, with its principal place of business at 9785 Towne Centre Drive, San Diego, California 92121 ("Lytx") and City of Bisbee, a Municipal corporation with its principal place of business at 915 S. T Overaville Road, Bisbee 85803, and its affiliates ("Client").

RECITALS

WHEREAS, Lytx develops, markets, sells and provides driving performance management products and related services focused on improving driver safety and reducing operating costs for commercial fleets;

WHEREAS, Client desires to receive such products and services on a trial basis at the trial locations specified herein;

NOW, THEREFORE, the parties agree as follows:

1. CERTAIN DEFINITIONS

"Affiliate" means, with respect to any Person, any other Person that is in control of, controlled by or under common control with such first Person.

"Documentation" means the written Software and Hardware related specifications Lytx provides to Client hereunder, which shall include terms of use posted on www.lytx.com or other applicable Lytx websites.

"Fees" means the prices set forth in the Order that are charged to Client by Lytx for the Products and Services. Extra charges shall apply for real-time cellular downloads. Manually triggered events shall be provided at no charge during the Trial Period only.

"Hardware" means Lytx's VERs and associated hardware provided to Client hereunder.

"Managed Services" means the analysis and reporting by Lytx of driving events captured by the Products installed in Client's vehicles.

"Person" means an individual, corporation, partnership, limited liability company, association, trust or other entity or organization, including a government or political subdivision or agency or instrumentality thereof.

"Products" means the Software and Hardware together.

"Order" means the written document signed by an authorized representative of Client and accepted by Lytx identifying the Products and Services to be ordered by Client for use during the Trial Period, the quantity for each Product, the Fees, the delivery location, and the Client's billing address.

"Services" means the Managed Services, implementation services and any additional support and maintenance services provided hereunder.

"Software" means any software (in machine executable object code format only, if applicable) provided to Client under this Agreement, including, without limitation, the operating software embedded in the Hardware and access to the DriveCam Online[®] web-based portal (or a successor portal, including any software made available by Lytx for use by Client on a website hosted by or on behalf of Lytx).

"VER" Lytx video event recorder of the make and model specified in the applicable Order and may be comprised of more than one component.

2. PRODUCTS

All Products are provided only for the Trial Period (as defined below). Title to the Products shall remain at all times with Lytx. Client shall not encumber or otherwise permit any claims or liens to be levied against the Products. Client shall not take or permit any action inconsistent with

Lytx's ownership or allow any third party to modify, service or repair the Products. Client shall use and maintain the Products with ordinary care and only in accordance with the Documentation and any other instructions that may be provided by Lytx. Unless installation services are purchased by Client, Client shall be responsible for installation. If installation services are not purchased by Client hereunder, Client assumes any and all liability resulting from such installation of Products. Lytx expressly disclaims any and all responsibility for any damages arising out of improper installation and maintenance of any VERs not installed by, or on behalf of, Lytx. Client shall defend, indemnify and hold Lytx and its officers, directors, agents, subcontractors and employees harmless from all damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees) resulting from installation of the Products by a party other than Lytx or its representatives. Client shall not remove or alter any proprietary notice of any kind from the Products. Upon the expiration or termination of this Agreement, Client shall (within ten (10) days from such expiration or termination) return the Products to Lytx in good condition or enter into a purchase agreement with Lytx for the Products and/or Services. If Client has not completed such return or purchase within such ten (10) day period, then Client agrees that the Trial Period shall auto-renew on a month-to-month basis and Client shall pay Lytx \$80 per month per trial VER commencing upon expiration or termination of the initial Trial Period and continuing until such trial Products are returned or purchased by Client.

3. SERVICES

To the extent ordered by Client under the Order, Lytx will use reasonable efforts to provide the Services. With respect to Managed Services, such services will be initiated on the first day of the month after the mutually agreed trial "Go Live" date and shall end upon expiration or termination of the Trial Period.

4. SOFTWARE; RESTRICTIONS

4.1 Subject to the terms of this Agreement, during the Trial Period, Lytx grants Client a nonexclusive, nontransferable license to access and use the Software and Managed Services for Client's internal fleet management purposes only, without the right to sublicense such rights, provided Client unconditionally agrees to access and use the Software and Managed Services strictly in accordance with the Documentation and this Agreement ("License"). Under the License, Client may print out, or otherwise make, printed copies ("Copies") of the reports, numeric results and other information and materials generated from Client's access and use of the Software and Managed Services for internal fleet management purposes only. Any updates, modifications, enhancements or new versions of the Software or Managed Services provided or made available

to Client by Lytx, in accordance with this Agreement, shall be considered Software and Managed Services subject to this Agreement.

4.2 Except as otherwise expressly provided in this Agreement, Client agrees to: (a) only use the Software and Managed Services in the manner, and for the purposes, expressly specified in this Agreement; (b) not decompile, disassemble, analyze or otherwise examine the Software and Managed Services for the purpose of reverse engineering, or facilitate or permit a third party to do so (except to the extent this restriction is expressly prohibited by applicable law); (c) not delete or in any manner alter any notice, disclaimers or other legends contained in the Software and Managed Services or appearing on any screens, documents, reports, numeric results or other materials obtained by Client through use of the Software and Managed Services ("Notices"); (d) reproduce and display all Notices on Copies Client makes, in accordance with this Agreement; (e) not attempt to access any systems, programs or data of Lytx that are not licensed under this Agreement; (f) not copy, reproduce, republish, upload, post, transmit or distribute the Software or Managed Services, or any portion thereof, or facilitate or permit a third party to do so; and (g) not use any device or software to interfere or attempt to interfere with the proper operation of the Software and Managed Services.

5. PAYMENT OF FEES

Client shall initiate its order under this Agreement by submitting the Order to Lytx, which is subject to Lytx's written acceptance; the Order is a binding and non-cancellable commitment. Subject to Client establishing and maintaining a credit status satisfactory to Lytx, all Fees will be due and payable in U.S. dollars, within thirty (30) days after the date indicated on Lytx's invoice(s). Unpaid invoices are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower. Client shall be responsible for all taxes and duties associated with the Products and Services other than U.S. taxes based on Lytx's net income. Client shall be responsible for all costs and expenses incurred by Lytx in connection with any collection actions in which Lytx is the prevailing party.

6. CONFIDENTIALITY; CLIENT DATA

6.1 During the term of this Agreement, each party (a "Disclosing Party") may provide the other party (a "Receiving Party") with confidential and/or proprietary materials and information ("Confidential Information"). All materials and information provided by Disclosing Party to Receiving Party shall be considered Confidential Information. The terms and pricing under this Agreement shall be deemed Lytx's Confidential Information. Receiving Party shall maintain the confidentiality of the Confidential Information and will not disclose such information to any third party without the prior written consent of Disclosing Party. Receiving Party will only use the Confidential Information internally for the purposes contemplated hereunder. At any time, upon Disclosing Party's request, Receiving Party shall return to Disclosing Party all Disclosing Party's Confidential Information in its possession, including, without limitation, all copies and extracts thereof. Notwithstanding the foregoing, (i) Lytx's only obligations with respect to destruction of video clips generated by VEs shall be to comply with its standard video clip retention policy and (ii) Receiving Party may disclose Confidential Information to any third-party to the limited extent necessary to exercise its rights, or perform its obligations, under this Agreement; provided that, all such third parties are bound in writing by obligations of confidentiality and non-use at least as

protective of the Disclosing Party's Confidential Information as this Agreement. In the event that Receiving Party is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand or other similar process) to disclose any Confidential Information of Disclosing Party, Receiving Party shall provide Disclosing Party with prompt written notice of any such request or requirement so that Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, Receiving Party agrees to furnish only that portion of the Confidential Information for which Disclosing Party has waived compliance or for which Receiving Party is advised by written opinion of counsel, reasonably satisfactory to Disclosing Party, is required by law, rule, regulation or court order.

6.2 The obligations contained in this Section 6 shall not apply to information that: (a) is or becomes generally known to the public through no act or omission of the other party; (b) was in the Receiving Party's lawful possession prior to the disclosure and was not obtained by the Receiving Party either directly or indirectly from the Disclosing Party; (c) is lawfully disclosed to the other party by a third-party without restriction on disclosure; or (d) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

6.3 As between Lytx and Client, Client shall own the information, data and content captured by the Products in Client's possession, provided that, such Products are used in accordance with the terms and conditions of this Agreement ("Data"); the Data will be Client's Confidential Information; provided that, Lytx shall have the right to use such Data (i) in connection with its performance hereunder and (ii) to improve Lytx's products and services. Lytx shall have the right (which shall survive termination and expiration of this Agreement) to use and disclose the non-video and non-audio meta-data components of the Data for any purposes; provided that, Lytx does not indicate to any third party that such components were provided by, obtained from, or associated with, the Client or Client's drivers. Such usage rights shall continue and survive destruction of any video clips to which such non-video and non-audio meta-data components relate.

7. TERM; TERMINATION

This Agreement shall commence on the Effective Date and continue until the end of the trial subscription term specified in the Order, unless earlier terminated as provided below ("Trial Period"), or renewed as provided in Section 2 above. Either party may terminate this Agreement without cause, upon 10 days prior written notice and immediately if the other party breaches any material term or condition of this Agreement and fails to correct such breach within such thirty (30) days. Any terms and conditions of this Agreement that by their nature should survive termination shall survive (including, without limitation, any accrued rights of Lytx to payments).

8. LIMITATION OF LIABILITY

EXCEPT FOR BODILY INJURY, IN NO EVENT WILL LYTX OR ITS LICENSORS, SUPPLIERS, SUBCONTRACTORS, OR DISTRIBUTORS, BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE

THEORY FOR: (I) ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES; (II) THE COST OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES; (III) FOR INTERRUPTION OF USE OR LOSS OR CORRUPTION OF DATA; OR (IV) FOR ANY AMOUNTS THAT EXCEED THE FEES PAID BY CLIENT TO LYTX FOR THE PRODUCTS AND SERVICES UNDER THIS AGREEMENT. LYTX AND ITS LICENSORS, SUPPLIERS, SUBCONTRACTORS, AND DISTRIBUTORS SHALL HAVE NO LIABILITY FOR ANY FAILURE OR DELAY DUE TO MATTERS BEYOND THEIR REASONABLE CONTROL.

9. WARRANTY DISCLAIMER

ALL SERVICES ARE PROVIDED "AS IS." LYTX'S STANDARD PRODUCT WARRANTY SHALL APPLY DURING THE TRIAL PERIOD. CLIENT ACKNOWLEDGES AND AGREES THAT THE VER AND ASSOCIATED SERVICES ARE A DRIVER AID ONLY. THEY ARE NOT A SUBSTITUTE FOR A SAFE, CONSCIENTIOUS DRIVER. THEY CANNOT COMPENSATE FOR A DRIVER THAT IS DISTRACTED, INATTENTIVE OR IMPAIRED BY FATIGUE, DRUGS OR ALCOHOL. WHETHER THE VER IS IN USE OR NOT, THE DRIVER IS RESPONSIBLE TO AVOID A COLLISION. CLIENT'S DRIVERS SHOULD NEVER WAIT FOR THE VER TO PROVIDE A WARNING BEFORE TAKING MEASURES TO AVOID AN ACCIDENT. FAILURE TO DO SO CAN RESULT IN SERIOUS PERSONAL INJURY OR DEATH OR SEVERE PROPERTY DAMAGE, AND LYTX DISCLAIMS ANY AND ALL LIABILITY RELATING TO ANY SUCH ACTIONS. CLIENT SHALL DEFEND, INDEMNIFY AND HOLD LYTX AND ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES HARMLESS FROM ALL DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) RELATING TO THE ACTION OR INACTION OF CLIENT'S DRIVERS.

10. COMPLIANCE WITH LAWS

Each party shall comply with all applicable laws and regulations, including, without limitation: the U.S. Foreign Corrupt Practices Act, all laws relating to data privacy, international communications, the transmission of technical or personal data and Hardware installation and all export laws and restrictions and regulations of the Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or other United States or foreign agency or authority. Client shall not export, or allow the export or re-export of any Product in violation of any such restrictions, laws or regulations. Client shall obtain and bear all expenses relating to any necessary licenses and/or exemptions with respect to the export from the U.S. of all Products to any location and shall demonstrate to Lytx compliance with all applicable laws and regulations prior to delivery thereof by Lytx.

11. INDEMNIFICATION

Client shall indemnify and hold Lytx harmless from and against all damages, liabilities, costs and expenses (including, without limitation, attorneys' fees) arising from or related to Client's breach of Sections 4, 6, or 10.

12. TRADENAMES AND TRADEMARKS

This Agreement does not grant to any party a license to use any trademark, trade name or logo of the other party, and each party recognizes that the trademarks, trade names and logos of the other party represent valuable assets of that party and that substantial recognition and goodwill are associated with such trademarks, trade names and logos. Each party hereby agrees that it shall not use or permit any third party to use, at any time, the other party's trademarks, trade names or logos.

13. GENERAL

Lytx is an independent contractor under this Agreement. Nothing in this Agreement creates a partnership, joint venture, or agency relationship between the parties. Except as otherwise set forth herein, all notices under this Agreement shall be in writing, and shall be deemed given when personally delivered, when sent by confirmed fax, or three days after being sent by prepaid certified or registered U.S. mail to the address of the party to be noticed as set forth herein or such other address as such party last provided to the other by written notice. Neither this Agreement nor any rights or obligations arising hereunder may be assigned, transferred or sublicensed by any party, in whole or in part, whether by operation of law or otherwise, without the prior written consent of the other party, and any attempted assignment or delegation without such consent shall be null and void; provided, however, the parties hereby agree that notwithstanding the foregoing, (i) Lytx may assign this Agreement as part of a sale of all or substantially all of its assets or stock or a merger with or into another corporation, and (ii) either party may assign this Agreement to an Affiliate. This Agreement shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and permitted assigns, and shall not be enforceable by or inure to the benefit of any third party.


The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. This Agreement expressly supersedes all prior proposals, agreements, negotiations, discussions, understandings or conditions (whether oral or written) between or among the parties regarding the same, including all descriptions and illustrations of the Products in catalogues, brochures, and price lists provided by Lytx, t and all past dealing or industry custom. No changes, modifications or waivers are to be made to this Agreement unless evidenced in writing and signed for and on behalf of both parties. In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to the conflicts of laws provisions thereof. Any action or proceeding arising from or relating to this Agreement must be brought in a state or federal court in the State of California, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding.

THE PARTIES HEREBY AGREE TO THE FOREGOING TERMS AND CONDITIONS:

LYTX, INC.

City of Bisbee

DocuSigned by:
Gregory Einhaus



98FE50075D3A46D

Authorized Signature

Authorized Signature

Name: Gregory Einhaus

Name: David M. Smith

Title: Assistant Controller

Title: Mayor

Certificate Of Completion

Envelope Id: 31046AB3BC7F4C20BA39772956803CC1		Status: Sent
Subject: Please DocuSign: Lytx Price Quote - City of Bisbee - 06-17-2020.pdf, Lytx Customer Information ...		
Source Envelope:		
Document Pages: 8	Signatures: 0	Envelope Originator:
Certificate Pages: 4	Initials: 0	Melina Rios
AutoNav: Enabled		8911 Balboa Avenue
Envelope Stamping: Disabled		San Diego, CA 92121
Time Zone: (UTC-08:00) Pacific Time (US & Canada)		melina.rios@lytx.com
		IP Address: 13.64.30.23

Record Tracking

Status: Original	Holder: Melina Rios	Location: DocuSign
6/17/2020 1:13:11 PM	melina.rios@lytx.com	

Signer Events

Signature	Timestamp
Jesus Haro	Sent: 6/17/2020 1:16:47 PM
jharo@bisbeeaz.gov	Viewed: 6/17/2020 1:24:06 PM

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Accepted: 6/17/2020 1:24:06 PM
 ID: b86ee63-e49d-4694-a93c-5b0f3590fed2

Gregory Einhaus
 gregory.einhaus@lytx.com
 Security Level: Email, Account Authentication (None)
 Electronic Record and Signature Disclosure:
 Accepted: 2/5/2019 8:39:16 AM
 ID: 09db4b9b-791c-42b8-8ef4-58444fdbed31

In Person Signer Events	Signature	Timestamp
-------------------------	-----------	-----------

Editor Delivery Events	Status	Timestamp
------------------------	--------	-----------

Agent Delivery Events	Status	Timestamp
-----------------------	--------	-----------

Intermediary Delivery Events	Status	Timestamp
------------------------------	--------	-----------

Certified Delivery Events	Status	Timestamp
---------------------------	--------	-----------

Carbon Copy Events	Status	Timestamp
--------------------	--------	-----------

Witness Events	Signature	Timestamp
----------------	-----------	-----------

Notary Events	Signature	Timestamp
---------------	-----------	-----------

Envelope Summary Events	Status	Timestamps
-------------------------	--------	------------

Envelope Sent	Hashed/Encrypted	6/17/2020 1:16:48 PM
---------------	------------------	----------------------

Payment Events	Status	Timestamps
----------------	--------	------------

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Lytx Inc (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the **I agree** button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign **Withdraw Consent** form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Lytx Inc:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: orders@lytx.com

To advise Lytx Inc of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at chanon.wahlstrom@lytx.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Lytx Inc

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to orders@lytx.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Lytx Inc

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to orders@lytx.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000 or WindowsXP
Browsers (for SENDERS):	Internet Explorer 6.0 or above
Browsers (for SIGNERS):	Internet Explorer 6.0, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum

Enabled Security
Settings:

ò Allow per session cookies
ò Users accessing the internet behind a Proxy Server must enable HTTP
1.1 settings via proxy connection

**** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.**

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the "I agree" button below.

By checking the "I Agree" box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Lytx Inc as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Lytx Inc during the course of my relationship with you.