

## FOURTH AMENDATORY AGREEMENT

This **FOURTH AMENDATORY AGREEMENT** by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City” or “Client”), and **LYTX, INC.**, a Delaware corporation, registered to do business in Colorado, whose address is 9785 Towne Centre Drive, San Diego, CA 92121 (“Vendor” or “Lytx”).

### WITNESSETH:

**WHEREAS**, the Parties entered into an Agreement dated May 16, 2013, an Amendatory Agreement on February 9, 2017, a Second Amendatory Agreement on July 19, 2018, and a Third Amendatory Agreement on August 27, 2019 (the “Agreement”), for the Vendor’s vehicle telematics hardware and software, support and maintenance; and

**WHEREAS**, the Parties wish to amend the Agreement to extend the term, and increase the compensation to the Vendor and provide additional pricing for products.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and obligations herein set forth, the Parties agree as follows:

1. All references to “Exhibit B” in the existing Agreement are amended to read “Exhibits B.1, and B-2, as applicable.”
2. Article 4 of the Agreement entitled “**TERM**” is amended to read as follows:  
“**4. TERM**: The term of the Agreement is from April 1, 2013 through October 31, 2020.”
3. Articles 5(D)(i) of the Agreement entitled “**Maximum Contract Liability**” is amended to read as follows:

**“D. Maximum Contract Liability:**

(i) Any other provision of this Agreement notwithstanding, in no event shall the City be liable for payment for services rendered and expenses incurred by Vendor under the terms of this Agreement for any amount in excess of the sum of **ONE MILLION TWO HUNDRED AND THIRTY-TWO THOUSAND SIX HUNDRED FIFTY-FOUR DOLLARS AND NINETY-THREE CENTS (\$1,232,654.93)**. Vendor acknowledges that any work performed by Vendor beyond that specifically authorized by the City is performed at Vendor’s risk and without authorization under this Agreement.”

4. Except as herein amended, the Agreement is assumed, affirmed and ratified in each and every particular.

5. This Fourth Amendatory Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

[SIGNATURE PAGES FOLLOW]

**Contract Control Number:** DOTI-202054065-04 [201209229-04]  
**Contractor Name:** Lytx, Inc.

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

**SEAL**

**CITY AND COUNTY OF DENVER:**

**ATTEST:**

By:

\_\_\_\_\_

\_\_\_\_\_

**APPROVED AS TO FORM:**

**REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By:

By:

\_\_\_\_\_

\_\_\_\_\_

By:

\_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**

DOTI-202054065-04 [201209229-04]  
Lytx, Inc.

By:  \_\_\_\_\_  
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Name: Shelley Bennett  
(please print)

Title: General Counsel  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)



In our request for approval FMD has requested an additional \$6492.25 above the current subscription costs for our Lytx/Drivecam quote to cover Expansion Units that we expect to add to this service during the seven-month extension. The quote from the vendor covers the subscription costs for our current level of equipment covered. The monies we are requesting are based on the annual subscription cost prorated for a maximum of the seven months that the extension would be in effect to a total of approximately 30 units. We will only pay these additional funds to Lytx as we incur these services.

Bill Zollo | Asset Manager  
Department of Transportation and Infrastructure  
Fleet management Division | City and County of Denver

## EXHIBIT B-2

Part #	Product Description	Quantity	Price Per Subscription	Total for Subscription Period
GSA-Tier2-MS-A	Managed Services	248	\$353.00	\$51,055.76
4230-FTS-A	Fleet Tracking	82	\$107.88	\$5,160.26
			Total	\$56,216.02
			Subscription Period	April 1, 2020 – October 31, 2020

## EXHIBIT B-2

**SIN 132- 8 PURCHASE OF EQUIPMENT**

Line #	Item #	MPN #	Description	# of Units	GSA Price
<b>Equipment</b>					
1	ER-SF1-0020	ER-SF1-0020	Lytx SF1 Cellular Video Event Recorder	Per each unit	\$545
2	ER-SF64-0020	ER-SF64-0020	Event Recorder, SF64, LTE, US	Per each unit	\$545
3	VER-DC3P-0020	3200-03P20-000C	DriveCam DC3P Cellular Video Event Recorder - daily updates that do not require return to central location - GPS on events with capability for full-time GPS. - Posted Speed Triggers - DriverID-capable Automatic updates via downloads	Per each unit	\$545
4	VER-DC3P-0024	3200-03P24-000C	DriveCam DC3P Wi-Fi Video Event Recorder	Per each unit	\$545
5	VER-DC3P-GSM-GSA		DriveCam DC3P GSM Video Event Recorder	Per each unit	\$545
<b>Installation Services</b>					
6	4225-00014-0000	Installation of Wireless Access Point	Not applicable		\$ 1,914.36
7	4225-00015-0000	Installation, Cable - On Site	Not applicable		\$ 957.18
8	SRV-INS-0002	DriveCam vehicle installation, per day/per Technician (Actual Vehicle Installs Per Day Based on Vehicle Type)	Subsequent Days		\$ 957.18
9	SRV-INS-0001	DriveCam vehicle installation, per day/per Technician (Actual Vehicle Installs Per Day Based on Vehicle Type)	For 1st Day		\$ 1,435.77
10	SRV-INS-0003	Implementation Services	One-time Set Up Fee		\$ 1,148.61
11	4230-00002-0001	Collision Accident Report (CAR)	Per Report		\$ 239.29
12	SRV-INS-0008	Provisioning Fee/Per VER unit	Per VER unit		\$ 47.86

## EXHIBIT B-2

**SIN 132-52 ELECTRONIC COMMERCE**

<b>Line #</b>	<b>Item #</b>	<b>Description</b>	<b>GSA Price</b>
1	4230-00SEM-A	Safety Enhancement Module Subscription-Requires DriveCam® Managed Services - (Annual Fee)	\$ 80.40
2	4230-00MMS-M	120 Day Trial (DOL, Cell Transmission, Clip Review, Manual Clips) (Price Per Month)	\$ 76.00
3	4230-001MS-A1	Tier 1 - Managed Service Includes standard duty, including 2 axel/4 wheel vehiclesand four wheels operated on no more than one 8-hour shift per day (example - Passenger and service vehicles) <sup>1 2 3</sup>	\$ 206.00
4	4230-001MS-A2	Tier 2 - Managed Service - Medium duty, including vehicles generally over 6,000 lbs and/or more than 2 axels/4wheels <sup>1 2 3</sup>	\$ 269.00
5	4230-001MS-A3	Tier 3.Managed Service - Heavy duty, including vehicles generally over 10,000 lbs and more than 2 axels/4 wheels. <sup>1 2 3</sup>	\$ 420.00
6	GSA-Tier1-MS-A	Tier 1 - Managed Service, including DriveCam Online license - Includes standard duty, including 2 axel/4 wheel vehicles and four wheels operated on no more than one 8-hour shift per day (example - Passenger and service vehicles) – Invoiced Annually <sup>1 2 3</sup>	\$ 290.00
7	GSA-Tier2-MS-A	Tier 2 - Managed Service, including DriveCam Online license - Medium duty, including vehicles generally over 6,000 lbs. and/or more than 2 axels/4wheels – Invoiced Annually <sup>1 2 3</sup>	\$ 353.00
8	GSA-Tier3-MS-A	Tier 3 - Managed Service, including DriveCam Online license - Heavy duty, including vehicles generally over 10,000 lbs. and more than 2 axels/4 wheels – Invoiced Annually <sup>1 2 3</sup>	\$ 504.00
9	GSA-Tier1-MS-M	Tier 1 - Managed Service, including DriveCam Online license - Includes standard duty, including 2 axel/4 wheel vehicles and four wheels operated on no more than one 8-hour shift per day	\$ 24.16