

AMENDMENT ONE
to
AGREEMENT BETWEEN THE CITY OF PEORIA, ILLINOIS AND SST, INC.

This Amendment (hereinafter referred to as "AMENDMENT ONE") is made and entered into this _____ day of _____, 2020 (the "Effective Date") between the City of Peoria, Illinois (hereinafter referred to as "CUSTOMER") and SST, Inc. (referred to herein as "ShotSpotter"), a corporation incorporated under the laws of the State of Delaware.

WHEREAS, the CUSTOMER entered into an agreement with ShotSpotter to provide gunshot detection solutions to help the CUSTOMER identify, analyze, and respond to gun crime (hereinafter referred to as "AGREEMENT") which was executed on the 11th day of February 2015; and

WHEREAS, under the terms of the AGREEMENT, ShotSpotter will provide certain forensic report services as requested by the CUSTOMER; and

WHEREAS, under the terms of the AGREEMENT, ShotSpotter will provide expert witness testimony as requested by the CUSTOMER; and

WHEREAS, ShotSpotter has informed its customer base of changes to its terms for providing expert witness testimony;

NOW THEREFORE, the parties agree as follows:

Section 4, paragraphs A and B of the Agreement shall be revised as follows:

A. FORENSIC REPORTS.

- i. Investigative Lead Summary ("ILS"). ShotSpotter provides an on-demand report available through the ShotSpotter Respond Application. The Investigative Lead Summary (ILS) provides useful details about the approximate location, timing, and sequence of each shot fired during an incident. The ILS is very valuable on scene, helping law enforcement find shell casings, confirm witness accounts, and identify suspects. ILS reports are available immediately after an incident occurs via the mobile, web, or desktop ShotSpotter Respond application (machine-generated). The ILS is not a court-admissible document.
- ii. Detailed Forensic Report ("DFR"). If requested by Customer, ShotSpotter will provide a DFR for any ShotSpotter-detected incidents, including Reviewed Alerts. The DFR is intended to be a court-admissible document used by attorneys as part of a court case for the exact, verified timing, sequence and location of each shot fired. Secondly, the DFR is available for use by law enforcement to obtain a search warrant or to investigate an Officer Involved Shooting.

DFRs must be requested in writing and addressed to the ShotSpotter Customer Support Department. Requests may be submitted via the Forensics Services page under the Law Enforcement tab on ShotSpotter's website www.shotspotter.com). ShotSpotter will use commercially reasonable efforts to provide a DFR within ten (10) business days of receipt of the request.

B. EXPERT WITNESS SERVICES.

ShotSpotter offers reasonable expert witness services, including Reviewed Alerts, for a fee of \$350 per hour, as well as reimbursement of all travel and per diem costs. If requested to provide such services, ShotSpotter will invoice the Customer for the number of hours expended to prepare for and provide expert witness testimony, and actual travel expenses, upon completion of the services. Customer understands that ShotSpotter undertakes to provide individuals whose qualifications are sufficient for such services, but does not warrant that any person or his or her opinion will be accepted by every court. ShotSpotter requires at least fourteen (14) days prior notice of such a requirement in writing from the Customer. Customer must include dates, times, specific locations, and a point of contact for ShotSpotter personnel. Due to the nature of legal proceedings, ShotSpotter cannot guarantee that its services described in this section shall produce the outcome, legal or otherwise, which Customer desires. Payment for expert witness services described shall be due and payable when services are rendered regardless of the outcome of the proceedings.

All other terms and conditions of the original AGREEMENT, except for those modified by this AMENDMENT ONE, shall remain unchanged and in full force and effect. In the event of a conflict between the terms of the AGREEMENT and this AMENDMENT, the terms of this AMENDMENT ONE shall control.

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT ONE as of the Effective Date above.

CITY OF PEORIA, IL

SHOTSPOTTER, INC.

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date