

SHOTSPOTTER® GCM™ SERVICES AGREEMENT



**ShotSpotter, Inc.
39300 Civic Center Dr., Ste. 300
Fremont, CA 94538
+1.888.274.6877
info@shotspotter.com
www.shotspotter.com**

Contents

1.	EXHIBITS	1
2.	DEFINITIONS	1
3.	SERVICE	1
4.	LICENSE	1
5.	LIMITED WARRANTIES	3
6.	SHOTSPOTTER SUPPORT	4
7.	TERM, RENEWAL	4
8.	CUSTOMER'S OBLIGATIONS	4
9.	INTELLECTUAL PROPERTY INFRINGEMENT	5
10.	PROTECTION OF CONFIDENTIAL INFORMATION	6
11.	TAXES	8
12.	NOTICES	8
13.	FORCE MAJEURE	8
14.	DEFAULT; REMEDIES	8
15.	INDEMNIFICATION AND LIMITATION OF LIABILITY	9
16.	COMPLIANCE WITH LAWS	9
17.	DISPUTE RESOLUTION	9
18.	ENTIRE AGREEMENT	9
19.	GOVERNING LAW	10
20.	ASSIGNMENT	10
21.	NO WAIVER	10
22.	SEVERABILITY	10
23.	GENERAL PROVISIONS	10
	EXHIBIT A	12
	EXHIBIT B	13

This ShotSpotter® GCM™ Agreement (this “Agreement”) is entered into by and between ShotSpotter, Inc. (referred to herein as “ShotSpotter”), with offices located at 39300 Civic Center Dr., Suite 300, Fremont, CA 94538, and the City of Peoria, IL (hereinafter referred to “Customer”) with offices located at 419 Fulton, Peoria, IL 61602, effective as of the last date of signature herein. ShotSpotter and Customer may also be referred to in this Agreement individually as a “Party” or collectively as the “Parties”.

This Agreement and its exhibits define the deliverables for the ShotSpotter® GCM™ gun crime tracking and analysis tool, licensed on a subscription basis in accordance with the provisions of this Agreement.

In consideration of the Parties’ mutual covenants and promises set forth in this Agreement, the Parties agree as follows:

1. EXHIBITS

The following exhibits (“Exhibits”) are attached to, and incorporated in this Agreement:

- A. Exhibit A ShotSpotter Proposal No. PEOPD092922
- B. Exhibit B ShotSpotter® GCM™ Support Matrix

2. DEFINITIONS

- A. Data means all Customer incident and case data created, generated, modified, compiled, stored, kept, or displayed by the ShotSpotter® GCM™ system. Customer shall own such Data.
- B. Subscription Services means the ShotSpotter® GCM™ case management application provided on a subscription basis.
- C. Software means the ShotSpotter® GCM™ system, including any modifications or enhancements thereto, provided on a subscription basis in accordance with the terms of this Agreement.

3. SERVICE

- A. For purposes of this Agreement, the Subscription Services shall consist of: (i) providing Customer with access to the ShotSpotter GCM Software (hereinafter referred to as “Software”) which provides incident and case intake, tracking, collaboration and management for law enforcement as further defined in Exhibit A, and (ii) support services as may be specified in this Agreement.
- B. ShotSpotter will host the Services and provide up to 1TB of Data storage as part of the subscription fee. The Data will be stored in a Federal Bureau of Investigation Criminal Justice Information Services (CJIS) compliant cloud storage environment. If Customer exceeds 1TB, then a recurring annual fee will be assessed for each additional 1TB, or portion thereof.

4. LICENSE

The following sets forth the terms and conditions of Customer’s non-exclusive, non-transferable and terminable license to use the Subscription Services, including the Software (in object code form) as hosted on ShotSpotter server(s), for (i) Customer’s internal operational use only, and (ii) permitting citizens to access the public facing components of the Subscription Services, for the term set forth in Section 5 of this Agreement. Please read the terms and conditions of this Agreement carefully. By using the Subscription

Services, Customer agrees to be bound by the terms and conditions of this Agreement. If Customer does not agree to these terms, Customer must notify ShotSpotter and discontinue any use of the Subscription Services.

A. RESTRICTIONS.

The Software is the proprietary product of ShotSpotter, licensed to Customer on an annual subscription basis. The ShotSpotter Software may incorporate components supplied to ShotSpotter under license by third-party suppliers, and may be protected by United States patent, trade secret, copyright law and international treaty provisions. All such rights in and to the Software and Subscription Services and any part thereof are the property of ShotSpotter or, if applicable, its suppliers. All right and title to the ShotSpotter computer programs, including, but not limited to related documentation, technology, know-how and processes embodied in or made available to Customer in connection with the Subscription Services, patent rights, copyrights, trade secret rights, trademarks, and services marks remain with ShotSpotter. Customer may not make any copies of the written materials or documentation that accompany any component of the Software, or use them, or any other information concerning the Subscription Services that ShotSpotter has designated as confidential, for any purpose other than bona fide use of the Subscription Services or Software for in accordance with the terms of this Agreement, nor allow anyone else to do so. Customer shall not: (i) modify, adapt, alter, translate, copy, perform, or display (publicly or otherwise) or create compilations, derivative, new, or other works based, in whole or in part, on the Software, or on the Subscription Services; (ii) merge, combine, integrate, or bundle the Software, in whole or in part, with other software, hardware, data, devices, systems, technologies, products, services, functions, or capabilities; (iii) transfer, distribute, make available the Subscription Services, or Software to any person other than Customer; or (iv) sell, resell, sublicense, lease, rent, or loan the Subscription Services or Software, in whole or in part. No component of the Subscription Services, or Software may be used to operate a service bureau, rental, or time-sharing arrangement. Nothing in this Agreement shall be construed as granting any right or title to the Subscription Services, Software, source code, or any component thereof, or any other intellectual property of ShotSpotter or its suppliers to Customer.

Customer shall not alter, remove, or obscure any copyright, patent, trademarks, confidential, proprietary, or restrictive notices or markings on any component of the Subscription Services, Software or any documentation.

B. TERMINATION.

In the event of a material breach of the terms of this Agreement, including failure to pay any sums to ShotSpotter when due, or failure to renew the Subscription Services prior to expiration of the then current subscription term, ShotSpotter may terminate this Agreement upon thirty (30) days' prior written notice to Customer unless such default has been cured within said thirty (30) day period.

In the event of a breach of ShotSpotter's intellectual property rights, ShotSpotter at its sole discretion may terminate this Agreement immediately upon written notice to Customer.

In the event of termination, Customer's access to the Subscription Services will be terminated, Customer's access to the Software will be disabled, and ShotSpotter will cease providing any services under this Agreement. Customer agrees that ShotSpotter shall not be liable to Customer nor to any third party for any suspension or termination of the Subscription Services resulting from Customer's nonpayment of the Subscription Services fees as described in this section.

C. MODIFICATION TO OR DISCONTINUATION OF THE SERVICES.

Upon reasonable notice to Customer, ShotSpotter reserves the right at its discretion to modify, temporarily or permanently, the Service (or any part thereof). In the event that ShotSpotter modifies the Service in a manner which removes or disables a feature or functionality on which Customer materially relies, ShotSpotter, at Customer's request, shall use commercially reasonable efforts to restore such functionality to Customer. In the event that ShotSpotter is unable to substantially restore such functionality, Customer shall have the right to terminate the Agreement and receive a pro-rata refund of the annual Subscription fees paid under the Agreement for use of the Service which was paid for by Customer but not yet furnished by ShotSpotter as of the date of such termination. Customer acknowledges that ShotSpotter reserves the right to discontinue offering the Service at the conclusion of Customer's then current term. Customer agrees that ShotSpotter shall not be liable to Customer or to any third party for any modification of the Service as described in this section.

D. NO EXPORT

Customer is specifically prohibited from the export, or re-export, transfer, consignment, shipment, delivery, downloading, uploading, or transmitting in any form, the Subscription Services, Software, documentation, or any component thereof or underlying information or technology related thereto to any third party, government, or country for any end uses except in strict compliance with applicable U.S. export controls laws, and only with the express prior written agreement of ShotSpotter. In the event that such written agreement is provided, Customer shall be responsible for complying with all applicable export laws and regulations of the United States and destination country, including, but not limited to the United States Export Administration Regulations of the U.S. Department of Commerce, including the sanctions laws administered by the U.S. Department of Treasury, Office of Foreign Assets Control (OFAC), the U.S. Anti-Boycott regulations, and any applicable laws of the import country.

E. NEW APPLICATIONS.

From time to time, at ShotSpotter's discretion, ShotSpotter may release to its customer base, new applications supplemental to the Subscription Services. Customer's use of such new applications shall be subject to the license, warranty, intellectual property, and support terms of this Agreement. Prior to general release, ShotSpotter may request Customer to act as a pre-release test site for such new applications, or major upgrades. Provided that Customer agrees in writing to such request, ShotSpotter will provide a pre-release package explaining the details and requirements for Customer's participation.

5. LIMITED WARRANTIES

ShotSpotter warrants that the Software (as defined herein) will function in substantial conformity with the ShotSpotter documentation accompanying the Software and Subscription Services. The Software covered under this limited warranty consists exclusively of the ShotSpotter® GCM™ Software, installed and operational for use by the end-users of the Customer under the terms and conditions of this Agreement.

ShotSpotter further warrants that the Subscription Services, and Software shall be free of viruses, Trojan horses, worms, spyware, or other malicious code or components.

ShotSpotter does not warrant or represent, expressly or implicitly, that use of the Subscription Services or the Software will be uninterrupted or error free; or that the ShotSpotter-supplied network will remain in operation at all times or under all conditions.

EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 5, SHOTSPOTTER MAKES AND CUSTOMER RECEIVES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF NON-INFRINGEMENT, QUALITY SUITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6. SHOTSPOTTER SUPPORT.

During the term of this Agreement, ShotSpotter will make commercially reasonable efforts to support Customer's use of the Subscription Services, including but not limited to providing Customer with user documentation, online help, online training presentations, and online training sessions (as available). Requests for support should be made to ShotSpotter via email to: investigate.support@shotspotter.com. ShotSpotter will use commercially reasonable efforts to resolve the issue or provide a workaround as further defined in Exhibit B.

7. TERM, RENEWAL

A. TERM AND COMMENCEMENT.

The initial term of the Subscription Services provided under this Agreement shall be for a period of thirty-six (36) months, commencing on the date that the Subscription Services made are available to the Customer.

B. RENEWAL.

The Subscription Services may be renewed for successive periods of one (1) year each, or as otherwise agreed to by the Parties, in accordance with the following procedure. ShotSpotter shall provide Customer with a renewal notice/quotation stating the renewal fees, terms and conditions for the next successive renewal term approximately ninety (90) days prior to the expiration of the then current term. Not later than thirty (30) days prior to the expiration of the Service term, Customer shall issue a purchase order and tender payment in full for the next annual renewal (unless otherwise agreed to in writing by ShotSpotter) and the term shall be renewed for another year. Customer acknowledges that the Service fees, terms and conditions are subject to change and that such fees, terms and conditions may vary from those applicable to this Agreement in successive renewal terms.

If Customer fails to renew prior to the expiration of the then current annual subscription term, the Subscription Services will terminate in accordance with Section 4.C and Customer access to the Software will be disabled.

8. CUSTOMER'S OBLIGATIONS.

Customer acknowledges and agrees that ShotSpotter's duties, including warranty obligations, and ability to perform its obligations to Customer under this Agreement shall be predicated and conditioned upon Customer's timely performance of and compliance with Customer's obligations hereunder, including, but not limited to:

A. Customer agrees to pay all sums due under this Agreement when they are due pursuant to the payment terms in Exhibit A for implementation, and ongoing annual subscription fees. Actual access and use of the ShotSpotter Subscription Services shall constitute evidence that the Subscription Services are active, and the final implementation payment is due.

Customer's address for invoicing:
City of Peoria – Accounts Payable
419 Fulton Street, Rm. 106
Peoria, IL 61602

B. Customer agrees to use reasonable efforts to timely perform and comply with all of the obligations allocated to Customer under this Agreement.

C. Should criminal background checks or fingerprinting for ShotSpotter employees performing the Services under this Agreement be required by Customer, or Federal or State regulations, such background checks or fingerprinting will be conducted by Customer.

D. Customer shall not permit any alteration, modification, substitution, or supplementation of the ShotSpotter Subscription Services, or the combining, connection, merging, bundling, or integration of the ShotSpotter Subscription Services into or with any other system, equipment, hardware, software, technology, function, or capability, without ShotSpotter's express prior written consent.

E. Unless otherwise expressly agreed in advance in writing by ShotSpotter, Customer shall not allow access to the Subscription Services or any portion thereof, to any person other than Customer's sworn or non-sworn employees ("Authorized Users"), and shall not authorize or appoint any contractors, subcontractors, original equipment manufacturers, value added integrators, systems integrators, or other third parties to operate, have access to any part of the Subscription Services or Software.

F. In order to use the Subscription Services, Customer must have and maintain access to the World Wide Web to enable a secure https connection from the Customer's workstation to ShotSpotter's hosted services, either directly or through devices that access Web-based content. Customer must also provide all equipment necessary to make such (and maintain such) connection, and provide and maintain all workstations, cablets, computers, and web browsers necessary to access the Subscription Services.

G. Customer shall be responsible for the accuracy, quality, appropriateness, and legality of the Data, and any other Customer business information used in the Subscription Services.

H. Access to, and use of ShotSpotter GCM by Customer and its Authorized Users is limited to gun crime tracking and analysis. In order to access the Subscription Services, each Authorized User will be required to have a Customer assigned unique password and user name. Customer will be responsible for managing the confidentiality and use of such passwords and user names and agrees that sharing passwords and/or user names with unauthorized users is prohibited. Each Authorized User identification may only be used to access the Subscription Services during one (1) concurrent login session.

9. INTELLECTUAL PROPERTY INFRINGEMENT

ShotSpotter will, at its expense, defend and indemnify Customer from and against losses, suits, damages, liability, and expenses (including reasonable attorney fees) arising out of a claim asserted in a lawsuit or action against the Customer by a third party unrelated to the Customer, in which such third party asserts a claim that the Subscription Services and/or Software, when used in accordance with ShotSpotter's user documentation, infringes any United States patent which was issued by the U.S. Patent and Trademark Office, or United States copyright which was registered by the U.S. Copyright Office, as of the effective date of Customer's agreement to license the ShotSpotter® GCM™ Software (collectively "Action"), provided that Customer provides ShotSpotter with reasonably prompt notice of any such Action, or circumstances of which Customer becomes aware that could reasonably be expected to lead to such Action

including but not limited to any cease and desist demands or warnings, and further provided that Customer cooperates with ShotSpotter and its defense counsel in the investigation and defense of such Action.

ShotSpotter shall have the right to choose counsel to defend such suit and/or action, and to control the settlement (including determining the terms and conditions of settlement) and the defense thereof. Customer may participate in the defense of such action at its own expense.

This Section 9 shall not apply and ShotSpotter shall have no obligation to defend and indemnify Customer in the event the Customer or a third party modifies, alters, substitutes, or supplements any of the Subscription Services, or Software, or to the extent that the claim of infringement arises from or relates to the integration, bundling, merger, or combination of any of the same with other hardware, software, systems, technologies, or components, functions, capabilities, or applications not licensed by ShotSpotter as part of the Subscription Services, nor shall it apply to the extent that the claim of infringement arises from or relates to meeting or conforming to any instruction, design, direction, or specification furnished by the Customer, nor to the extent that the Subscription Services or Software are used for or in connection with any purpose, application, or function other than as set forth in the ShotSpotter documentation for the Subscription Services.

If, in ShotSpotter's opinion, the Subscription Services, or Software may, or is likely to become, the subject of such a suit or action, does become the subject of a claim asserted against Customer in a lawsuit which ShotSpotter is or may be obliged to defend under this section, or is determined to infringe the foregoing patents or copyrights of another in a final, non-appealable judgment subject to ShotSpotter's obligations under this section, then ShotSpotter may in full and final satisfaction of any and all of its obligations under this section, at its option: (1) procure for Customer the right to continue using the affected Subscription Services or Software, (2) modify or replace such Subscription Services or Software to make it or them non-infringing, or (3) refund to Customer a pro-rata portion of the annual Subscription Services fees paid for the Subscription Services for the term in which the Agreement is terminated.

This Section 9 states the entire liability of ShotSpotter and is Customer's exclusive remedy for or relating to infringement or claims or allegations of infringement of any patent, copyright, or other intellectual property rights in or to the Subscription Services, the ShotSpotter® GCM™ Software or any components thereof. This section is in lieu of and replaces any other expressed, implied, or statutory warranty against infringement of any and all intellectual property rights.

10. PROTECTION OF CONFIDENTIAL INFORMATION

A. SHOTSPOTTER CONFIDENTIAL INFORMATION.

Customer acknowledges and agrees that the source code, technology, and internal structure of the Software, and Subscription Services, as well as documentation, operations manual(s) and training material(s), are the confidential information and proprietary trade secrets of ShotSpotter, the value of which would be destroyed by disclosure to the public. Use by anyone other than Customer of the Subscription Services, Software, and related documentation is prohibited, unless pursuant to a valid assignment under this Agreement. Unless prohibited by applicable law, the terms and conditions of this Agreement, including pricing and payment terms shall also be treated as ShotSpotter's confidential information. Customer shall not disassemble, decompile, or otherwise reverse engineer or attempt to reconstruct, derive, or discover any source code, underlying ideas, algorithms, formulae, routines, file formats, data structures, programming, routines, interoperability interfaces, drawings, or plans from the Software, or any data or information created, compiled, displayed, or accessible through the Subscription Services, in whole or in

part. Customer agrees during the term of this Agreement, and thereafter, to hold the confidential information and proprietary trade secrets of ShotSpotter in strict confidence and to not permit any person or entity to obtain access to it except as required for the Customer's exercise of the license rights granted under this Agreement. Nothing in this Agreement is intended to or shall limit any rights or remedies under applicable law relating to trade secrets, including the Uniform Trade Secrets Act as enacted in applicable jurisdictions.

B. CUSTOMER CONFIDENTIAL INFORMATION.

During the term of this Agreement or any subsequent renewals, ShotSpotter agrees to maintain Customer information designated by the Customer as confidential to which ShotSpotter gains access in the performance of its obligations under this Agreement, and not disclose such Customer Confidential Information to any third parties except as may be required by law. Data as defined in this Agreement is owned by the Customer and shall be treated as Customer Confidential Information by ShotSpotter. ShotSpotter agrees that Customer's Confidential Information shall be used solely for the purpose of performing ShotSpotter's obligations under this Agreement.

C. OBLIGATIONS OF THE PARTIES.

The receiving Party's ("Recipient") obligations under this section shall not apply to any of the disclosing Party's ("Discloser") Confidential Information that Recipient can document: (a) was in the public domain at or subsequent to the time such Confidential Information was communicated to Recipient by Discloser through no fault of Recipient; (b) was rightfully in Recipient's possession free of any obligation of confidence at or subsequent to the time such Confidential Information was communicated to Recipient by such Discloser; (c) was developed by employees or agents of Recipient independently of and without reference to any of Discloser's Confidential Information; or (d) was communicated by Discloser to an unaffiliated third party free of any obligation of confidence. A disclosure by Recipient of any Discloser Confidential Information (a) in response to a valid order by a court or other governmental body; (b) as otherwise required by law; or (c) necessary to establish the rights of either party under this Agreement shall not be considered to be a breach of this Agreement by the Recipient; provided, however, that Recipient shall provide prompt prior written notice thereof to the Discloser to enable Discloser to seek a protective order or otherwise prevent such disclosure. The Recipient shall use reasonable controls to protect the confidentiality of and restrict access to all Confidential Information of the Discloser to those persons having a specific need to know for the purpose of performing the Recipient's obligations under this Agreement. The Recipient shall use controls no less protective than Recipient uses to secure and protect its own confidential, but not "Classified" or otherwise Government-legended, information. Upon termination of this Agreement the Recipient, as directed by the Discloser, shall either return the Discloser's Confidential Information, or destroy all copies thereof and verify such destruction in writing to the Discloser.

Unless the Recipient obtains prior written consent from the Discloser, the Recipient agrees that it will not reproduce, use for purposes other than those expressly permitted in this Agreement, disclose, sell, license, afford access to, distribute, or disseminate any information designated by the Discloser as confidential.

In addition to the above, upon termination of this Agreement for any reason, ShotSpotter will, within five (5) business days of such termination, provide Customer with a final extract of the Data in the National Incident Exchange Model (NIEM) format.

11. TAXES

Unless otherwise included as a line item in Exhibit A, the fees due under this Agreement exclude any sales, use, value added or similar taxes that may be imposed in connection with this Agreement. Customer agrees that it shall be solely responsible for payment, or reimbursement to ShotSpotter as applicable, of all sales, use, value added or similar taxes imposed upon this Agreement by any level of government, whether due at the time of sale or asserted later as a result of audit of the financial records of either Customer or ShotSpotter. If exempt from such taxes, Customer shall provide to ShotSpotter written evidence of such exemption. Customer shall also pay any personal property taxes levied by government agencies based upon Customer's use or possession of the items acquired or licensed in this Agreement.

12. NOTICES

Any notice or other communication required or permitted to be given under this Agreement shall be in writing to the address set forth in this Agreement by certified mail return receipt; overnight delivery services; or delivered in person. A Party's address may be changed by written notice to the other Party as provided herein.

13. FORCE MAJEURE

In no event shall ShotSpotter be liable for any delay or default in its performance of any obligation under this Agreement caused directly or indirectly by an act or omission of Customer, or persons acting under its direction and/or control, fire, flood, act of God, an act or omission of civil or military authority of a state or nation, strike, lockout or other labor disputes, inability to secure, delay in securing, or shortage of labor, materials, supplies, transportation, or energy, failures, outages or denial of services of wireless, power, telecommunications, or computer networks, acts of terrorism, sabotage, vandalism, hacking, natural disaster or emergency, war, riot, embargo or civil disturbance, breakdown or destruction of plant or equipment, or arising from any cause whatsoever beyond ShotSpotter's reasonable control. At ShotSpotter's option and following notice to Customer, any of the foregoing causes shall be deemed to suspend such obligations of ShotSpotter so long as any such cause shall prevent or delay performance, and ShotSpotter agrees to make, and Customer agrees to accept performance of such obligations whenever such cause has been remedied.

14. DEFAULT; REMEDIES

Either Party may terminate this Agreement in the event of a material breach of the terms and conditions of this Agreement upon thirty (30) days' prior written notice to the other Party; provided that the Party alleged to be in breach has not cured such breach within said thirty (30) day period.

In addition to the termination provisions in Section 4.C for failure to pay annual Subscription Services fees when due, upon the occurrence of a material breach of Customer's obligations under this Agreement not susceptible to cure as provided in the preceding paragraph, ShotSpotter may at its option, effective immediately upon written notice to Customer, either: (i) terminate ShotSpotter's future obligations under this Agreement, terminate Customer's License to use the Subscription Services and Software, or (ii) accelerate and declare immediately due and payable all remaining charges for the remainder of the Agreement and proceed in any lawful manner to obtain satisfaction of the same. In either case, Customer shall also be responsible for paying court costs and reasonable attorneys' fees incurred by or on behalf of ShotSpotter.

15. INDEMNIFICATION AND LIMITATION OF LIABILITY

ShotSpotter shall, at its expense, indemnify, defend, save, and hold Customer harmless from any and all claims, lawsuits, or liability, including attorneys' fees and costs, arising out of, in connection with, any loss, damage, or injury to persons or property to the extent of the gross negligence, or wrongful act, error, or omission of ShotSpotter, its employees, agents, or subcontractors as a result of ShotSpotter's or any of its employees, agents, or subcontractor's performance pursuant to this Agreement. ShotSpotter shall not be required to indemnify Customer for any claims or actions caused to the extent of the negligence or wrongful act of Customer, its employees, agents, or contractors. Notwithstanding the foregoing, if a claim, lawsuit, or liability results from or is contributed to by the actions or omissions of Customer, or its employees, agents, or contractors, ShotSpotter's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

In no event shall either Party, or any of its affiliates or any of its/their respective directors, officers, members, attorneys, employees, or agents, be liable to the other Party under any legal or equitable theory or claim, for lost profits, lost revenues, lost business opportunities, exemplary, punitive, special, indirect, incidental, or consequential damages, each of which is hereby excluded by agreement of the Parties, regardless of whether such damages were foreseeable or whether any Party or any entity has been advised of the possibility of such damages.

Except for its Intellectual Property infringement indemnity obligations under Section 9 of this Agreement, ShotSpotter's cumulative liability for all losses, claims, suits, controversies, breaches, or damages for any cause whatsoever arising out of or related to this Agreement, whether in contract, tort, by way of indemnification or under statute, and regardless of the form of action or legal theory shall not exceed two (2) times the amount paid to ShotSpotter under this Agreement, or the amount of insurance maintained by ShotSpotter available to cover the loss, whichever is greater. The foregoing limitations shall apply without regard to any failure of essential purpose of any remedies given herein.

16. COMPLIANCE WITH LAWS

Each Party agrees to comply with all applicable laws, statutes and regulations relating to the sale, distribution, and use of the Subscription Services and the performance of its duties and obligations under this Agreement.

17. DISPUTE RESOLUTION

If the Parties disagree as to any matter arising under this Agreement or the relationship and dealings of the Parties hereto, then at the request of either Party, ShotSpotter and Customer shall promptly consult with one another and make diligent, good faith efforts to resolve the disagreement by negotiation prior to either Party taking legal action. If such negotiations do not resolve the dispute within sixty (60) days of the initial request, either Party may take appropriate legal action.

18. ENTIRE AGREEMENT

This Agreement and its Exhibits represent the entire agreement and understanding of the Parties and a final expression of their agreements with respect to the subject matter of this Agreement and supersedes all prior written or oral agreements, representations, understandings, or negotiations with respect to the matters covered by this Agreement.

19. GOVERNING LAW

The validity, performance, and construction of this Agreement shall be governed by the laws of the state of Illinois, without giving effect to the conflict of law principles thereof. The United Nations Convention on Contracts for the International Sale of Goods is expressly disclaimed and shall not apply.

20. ASSIGNMENT

This Agreement may not be assigned or transferred by either Party, nor any of the rights granted herein, in whole or in part, by operation of law or otherwise, without the other Party's express prior written consent, which shall not be unreasonably withheld. Provided, however, that ShotSpotter may assign or transfer this Agreement and/or ShotSpotter's rights and obligations hereunder, in whole or in part, in the event of a merger or acquisition of all or substantially all of ShotSpotter's assets. No assignee for the benefit of Customer's creditors, custodian, receiver, trustee in bankruptcy, debtor in possession, sheriff, or any other officer of a court, or other person charged with taking custody of Customer's assets or business, shall have any right to continue or to assume or to assign these without ShotSpotter's express consent.

21. NO WAIVER

No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by both Parties. Any consent by either Party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of, or excuse for any other, different, prior, or subsequent breach.

The failure of either Party to enforce at any time any of the provisions of this Agreement shall not constitute a present or future waiver of any such provisions or the right of either Party to enforce each and every provision.

22. SEVERABILITY

If any term, clause, sentence, paragraph, article, subsection, section, provision, condition, or covenant of this Agreement is held to be invalid or unenforceable, for any reason, it shall not affect, impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be confined to the term, clause, sentence, paragraph, article, subsection, section, provision, condition, or covenant of this Agreement so adjudged to be invalid or unenforceable.


23. GENERAL PROVISIONS.

- A. This Agreement shall be binding on and inure to the benefit of the Parties and any permitted successors and assigns; however, nothing in this paragraph shall be construed as a consent to any assignment by either Party except as provided in Section 20 of this Agreement.
- B. This Agreement shall not become a binding contract until signed by an authorized representative of each Party, effective as of the date of signature.
- C. ShotSpotter is an independent contractor, and neither it nor any of its employees shall be deemed an employee, agent, or representative of Customer.
- D. ShotSpotter is an Equal Opportunity / Affirmative Action Employer and complies with all applicable local, state and federal employment statutes, laws and regulations.

- E. This Agreement may be executed in any number of identical counterparts, each of which shall be deemed a duplicate original.
- F. The provisions of this Agreement shall not be construed in favor of or against either Party because that Party or its legal counsel drafted this Agreement, but shall be construed as if all Parties prepared this Agreement.
- G. A facsimile or scanned signature copy of this Agreement and its Exhibits, notices and documents prepared under this Agreement shall be considered an original. The Parties agree that any document in electronic format or any document reproduced from an electronic format shall not be denied legal effect, validity, or enforceability, and shall meet any requirement to provide an original or hard copy.
- H. This Agreement is made for the benefit of the Parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the Parties to terminate, rescind, or agree to any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party.

EACH PARTY'S ACCEPTANCE HEREOF IS EXPRESSLY LIMITED TO THE TERMS OF THIS AGREEMENT AND NO DIFFERENT OR ADDITIONAL TERMS CONTAINED IN ANY CONFIRMATION, PURCHASE ORDER, AMENDMENT OR OTHER BUSINESS FORM, WRITING OR MATERIAL SHALL HAVE ANY FORCE OR EFFECT UNLESS EXPRESSLY AGREED TO IN WRITING BY THE PARTIES.

CITY OF PEORIA, IL



Accepted By (Signature)

Eric P Elkajurria
Printed Name

Chief of Police
Title

10/5/22
Date

SHOTSPOTTER, INC.


Accepted By (Signature)

Roxanne Lerner
Printed Name

Contracts Manager
Title

October 5, 2022
Date

EXHIBIT A

ShotSpotter Proposal No. PEOPD092922 (attached at end of document)



EXHIBIT B SHOTSPOTTER@GCM™ SUPPORT MATRIX

ShotSpotter's Normal Customer Support Business Hours are: 7:00 a.m. - 4:00 p.m. Central Time, M-F.
ShotSpotter GCM™ is powered by Investigate™, all support issues must be reported to: investigate.support@shotspotter.com.

Based on the impact to the Customer's normal business operations, ShotSpotter and Customer may agree to raise the Priority Level of a reported issue.
Tier 1 Support: Administrative user issues that can be addressed by the Customer's System Administrator.
Tier 2 Support: Issues that cannot be addressed by the Customer's System Administrator and require escalation to ShotSpotter Customer Support.
Tier 3 Support: Issues are escalated by ShotSpotter Customer Support to Engineering.

Priority Level	Definition	Response Time	Resolution Process and Timeframe
P1	ShotSpotter@GCM™ is down, or inoperable and is imposing major operational risk to the Customer. These issues include: <ul style="list-style-type: none"> 1) GCM Production System Down/unusable 2) A catastrophic workflow failure in GCM affecting the majority of users; for example forms cannot be approved; 	During ShotSpotter's Normal Customer Support Business Hours, reported issues will be responded to by the next available Customer Support Representative, or ShotSpotter will respond with a call back within 30 minutes of receipt of an email identifying a P1 issue. After normal business hours, ShotSpotter will provide a call back no later than 60 minutes after the email has been received.	<p>P1 Issues are supported 24x7. ShotSpotter will work continuously to resolve or provide a workaround to enable Customer to resume operation of ShotSpotter@GCM™.</p> <p>ShotSpotter will use commercially reasonable efforts to provide a resolution or workaround within 4 hours of receipt of the email.</p> <p>If a workaround is provided, a resolution will be provided in a subsequent release.</p>

Priority Level	Definition	Response Time	Resolution Process and Timeframe
P2	<p>ShotSpotter® GCM™ is operational; however, there are major issues that do not allow leads to be entered or reports to be generated. These issues may include:</p> <ol style="list-style-type: none"> 1) Integration/interface between the GCM application and third-party application is not functional; 2) Catastrophic performance degradation that impacts the majority of the users of the GCM system; 	<p>During ShotSpotter's Normal Customer Support Business Hours, reported issues will be responded to by the next available Customer Support Representative, or ShotSpotter will respond with a call back within 60 minutes of receipt of an email identifying a P2 Issue. After normal business hours, ShotSpotter will provide a call back no later than 60 minutes after the email has been received.</p>	<p>P2 Issues are supported 24x7. ShotSpotter will work continuously to resolve or provide a workaround to enable Customer to resume operation of ShotSpotter® GCM™.</p> <p>ShotSpotter will use commercially reasonable efforts to provide a resolution or workaround within 8 hours of receipt of the email.</p> <p>If a workaround is provided, a resolution will be provided in a subsequent release.</p>
P3	<p>ShotSpotter® GCM™ is operational and normal functions can be performed; however, the Customer requires assistance with system configuration changes. These issues may include:</p> <p>GCM:</p> <ol style="list-style-type: none"> 1) A defect that may have a major or medium impact on the general usability of the GCM System; 2) A workflow issue in GCM that affecting the majority of functions for a single user; 3) A specific workflow issue in GCM impacting a single feature that affects multiple users; <p>Admin Portal:</p> <ol style="list-style-type: none"> 1) Production down/unusable; 2) Customer Admin unable to make changes to the core instance configurations of the system such as agency administrative configurations; 3) Customer Admin unable to perform Organization configuration such as user profile maintenance and changes, organization chart setup; 	<p>During ShotSpotter's Normal Customer Support Business Hours, ShotSpotter will respond to emails in the order received, or the next business day.</p>	<p>ShotSpotter will provide assistance during ShotSpotter's Normal Customer Support Business Hours for P3 Issues.</p> <p>ShotSpotter will use commercially reasonable efforts to provide a resolution or workaround within 24 hours of receipt of the email, or the next business day.</p> <p>If a workaround is provided, a resolution will be provided in a subsequent release.</p>

Priority Level	Definition	Response Time	Resolution Process and Timeframe
P4	<p>ShotSpotter® GCM™ is operational; however, the Customer is experiencing minor usability or workflow problems. There is no data loss, and data can be accessed. Issues may include:</p> <p>GCM:</p> <ol style="list-style-type: none"> 1) Customer is requesting a configuration change within the existing functionalities of the system (not a programming code change); <p>Admin Portal;</p> <ol style="list-style-type: none"> 1) User license maintenance 2) End user configuration permissions such as end user role-based access control; 3) Admin unable to maintain or change the Citizen Portal Website configurations; 4) Customer admin unable to maintain or changed end user role-based access control; 5) Primary Admin unable to create or grant access to secondary administrator(s) <p>Knowledgebase: Issue with specific content in the knowledgebase;</p> <p>Government mandated changes: These changes will be addressed in a subsequent release.</p>	<p>During normal business hours, ShotSpotter will respond to emails in the order received, or the next business day.</p>	<p>ShotSpotter will provide assistance during ShotSpotter's Normal Customer Support Business Hours for P4 Issues.</p> <p>ShotSpotter will use commercially reasonable efforts to provide a resolution or workaround within 5 days of receipt of the email.</p> <p>If a workaround is available, a resolution will be provided in a subsequent release.</p> <p>Updates required for Government Mandated Changes imposed by State and Federal Agencies to support compliance will be addressed in a subsequent release.</p>
P5	<p>ShotSpotter® GCM™ is operational; however, there may be cosmetic issues, or a single user is experiencing a minor defect that does not have a major or medium impact on the general usability of the system. Other issues may include:</p> <ol style="list-style-type: none"> a) New feature request related to GCM or Admin Portal; b) GCM: A defect that does not have a major or medium impact on the general usability of the system 	<p>During ShotSpotter's Normal Customer Support Business Hours, ShotSpotter will respond to emails in the order received, or the next business day.</p>	<p>ShotSpotter will provide assistance during ShotSpotter's Normal Customer Support Business Hours for P5 Issues.</p> <p>ShotSpotter will use commercially reasonable efforts to provide a resolution in a subsequent release.</p>



ShotSpotter GCM™

**Price Proposal for Subscription-Based
Gun Crime Management System
for the Peoria Police Department, Illinois
September 29, 2022
Proposal ID: PEOPD092922**

Submitted by: Ken Peters – Sales Director, Investigate
510.941.8860 mobile
650.887.2106 fax
kpeters@shotspotter.com

ShotSpotter, Inc.
39300 Civic Center Drive, Suite 300
Fremont, California 94538
888.274.6877
www.shotspotter.com

Table of Contents

Executive Summary	1
Introduction	1
Best Practices for Handling and Managing Shooting Cases.....	1
An Innovative Approach to Gun Crime Case Management	1
How It Works.....	2
ShotSpotter GCM Aggregates all Case Content in One Place	2
Organize Instantly	3
Solve Cases Faster.....	4
Alignment with Department's Goals	5
Company History	6
Solution Overview	7
Interactions	7
Incidents	7
Investigations	7
Shooting Incident Case Handling	8
Onboarding Services.....	9
Getting Started.....	9
Implementation	9
Best Practices.....	10
User Training	10
New System Roll-Out.....	11
Pricing.....	12
Annual Subscription Fees	12
Payment Terms.....	12
Three-Year Payment Terms.....	12
Pricing Assumptions.....	12

Executive Summary

Introduction

ShotSpotter is pleased to present this proposal to the City of Peoria for our cloud-based ShotSpotter GCM™ (Gun Crime Management) solution to support the Peoria Police Department's crime gun intelligence initiatives. ShotSpotter GCM tracks and reports on gun crime and the platform's analytics and reporting tools provide real-time visibility into gun-related cases and activities. In addition, the proposed solution uses incident information from ShotSpotter Respond™ and ingests National Integrated Ballistics Information Network (NIBIN) leads. ShotSpotter GCM then analyzes the combined data to correlate ballistic information and alert investigators of leads and inter-related cases. As a result, the Department can better manage information and achieve higher clearance rates for shooting incidents.

ShotSpotter GCM is offered to the Department as an extension of ShotSpotter's Respond gunshot detection and location service. For agencies that have deployed ShotSpotter Respond, ShotSpotter GCM provides functionality and integration unmatched by any other case management solution.

Best Practices for Handling and Managing Shooting Cases

ShotSpotter GCM delivers a solution that integrates information and data from initial gunshot detection, gun case management, NIBIN lead processing, assignment, and case disposition outcomes.

The ATF has identified four key elements to successfully implement a crime gun intelligence process. ShotSpotter GCM fully supports these essential steps to provide an evidence-based approach to solving gun crimes:

- **Comprehensive Collection:** Organize and store everything for a gun crime case in one structured and searchable digital case folder
- **Timeliness:** Create cases, collaborate with partners, and assign tasks and actions
- **Investigate Follow-up:** Manage and track assignments to efficiently resolve shooting cases, NIBIN leads, and follow-up activities
- **Feedback:** Create interactive, analytical reports and dashboards to assist internal supervisory oversight and provide external stakeholder feedback

An Innovative Approach to Gun Crime Case Management

Many departments may be unaware of the advantages of a modern crime gun intelligence solution. ShotSpotter GCM optimizes case tracking and increases analytical capabilities with the following features:

- **Investigative Analysis:** Find relationships between people, places, and evidence with powerful search and analytical tools that help identify patterns and solve cases more quickly
- **Collaboration Tools:** Share and receive alerts on new leads and supplemental updates with co-workers and other agencies
- **Workflow Guidance:** Preconfigured checklists of action items help guide the tracking process but remain flexible so agencies can work the way they are accustomed
- **Operational and Analytical Oversight:** Supervisors can access additional tools to manage workload and assess case status, providing them with the data they need to visualize case activities and inform partner jurisdictions, gun crime intelligence teams, and ATF partners

How It Works

From shooting incident to conviction, ShotSpotter GCM automates processes, helps law enforcement screen gunshot detection alerts, manages and correlates NIBIN leads, creates and manages assignments, tracks follow-up activities, and analyzes progress and caseload.

ShotSpotter GCM Aggregates all Case Content in One Place

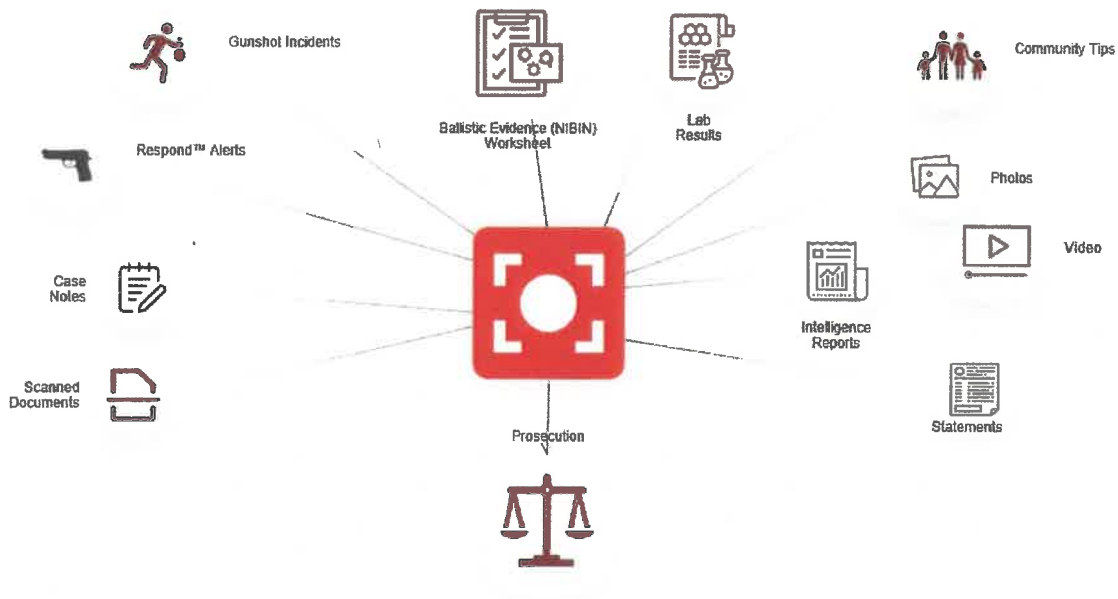


Figure 1. Centralized Location to Capture, Store, and View all Relevant Intelligence

ShotSpotter GCM allows users to assemble tips and leads, incidents, and NIBIN associations into a digital folder, then easily document investigative activities, upload scene photos, record observations, archive videos and more—in one central source of truth. Users can manage every aspect of the process from assigning accountability for NIBIN lead follow-up to reporting on outcomes within ShotSpotter GCM to avoid mismanaging quality information.

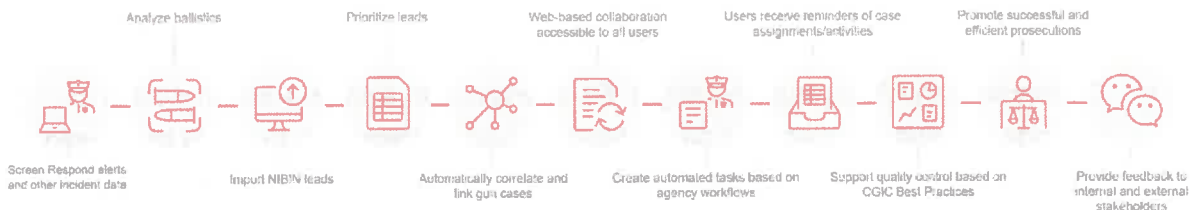


Figure 2. Gun Crime Management Workflow with ShotSpotter GCM

Organize Instantly

ShotSpotter GCM automatically turns information and investigative activities into the building blocks of a case as the system organizes complex information into chronological lists and indexes.

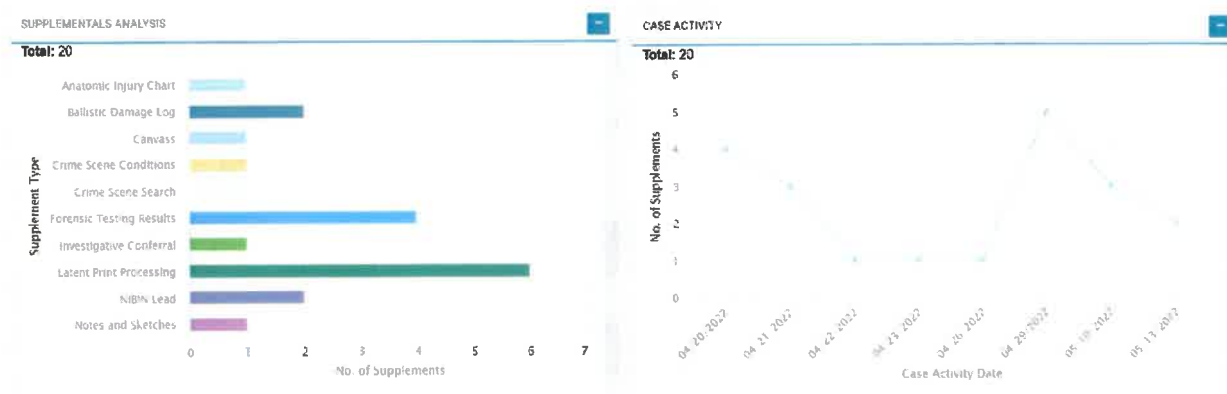


Figure 3. Shooting Case Summary of Activity

Solve Cases Faster

ShotSpotter GCM generates immediate insights through link analysis to uncover patterns between people, places, evidence, and cases that were previously time-consuming and labor-intensive to piece together.

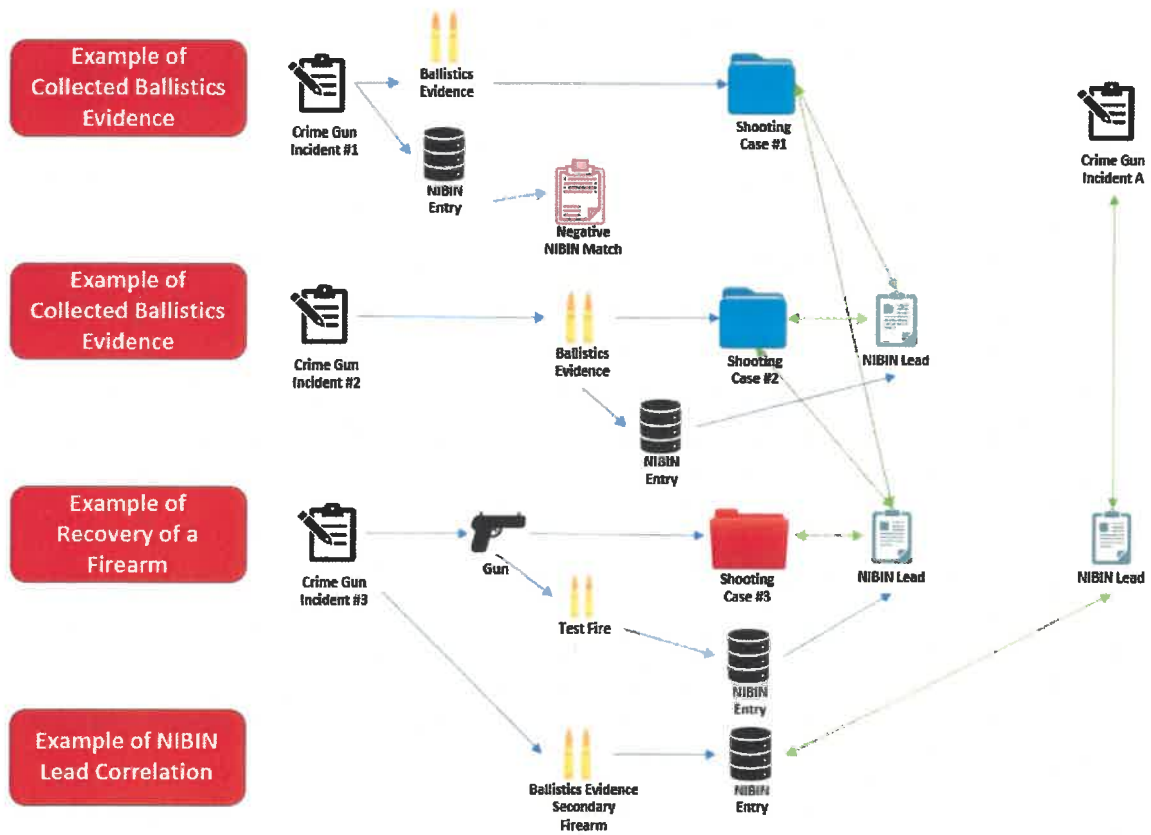


Figure 4. Link Analysis

Alignment with Peoria Police Department's Goals

ShotSpotter recognizes that safety is vital to the development of any city or county. Effective delivery of investigative services affects the City's economic development, population growth, and the fiscal well-being of the City, including its business owners and residents. Nationwide, fear of crime is cited as a primary factor in the quality of life within communities, as well as a contributing factor in business and family relocation decisions.

We understand the Department is taking steps to reduce gun crime violence with initiatives such as:

- **Anti-Violence Initiative:** Collaborating on gun crime cases with enhanced investigative tools and data-driven reports.
- **Evaluation and Improvement of Resource Management:** Support operational and analytical oversight for supervisory and command staff to manage violent gun crime cases more efficiently and effectively.
- **Accountability of Key Performance Indicators for Gun Violence:** Intelligence-led policing that provides data-driven focus on prolific offenders and groups to increase arrest and improved clearance rates.

The proposed ShotSpotter GCM module supports these goals by:

- Providing a consolidated, uniform digital case folder for gun crime intelligence cases to track ShotSpotter incidents and NIBIN leads.
- Creating an opportunity to enhance intra-agency collaboration and ensure effective gun crime investigations and report gun crime statistics.

Finally, our goal is not to simply deliver technology, but to become a valuable partner. To that end, the ShotSpotter Customer Success Team comprises former law enforcement executives who have first-hand experience successfully deploying and using the proposed solution. Our mission is your success: our Customer Success Team will work closely with the Department from the earliest stages of your deployment through the life of the subscription to ensure the Intelligence Unit has full access to our best practices and training components that drive successful outcomes.

We appreciate your consideration of our proposal. ShotSpotter is committed to your success, and we look forward to partnering with you to make this system a key component of your efforts to investigate and prosecute crime in the City of Peoria.

Company History

ShotSpotter was founded in 1995 and has been providing gunshot detection solutions since its inception. ShotSpotter is the world leader in gunshot detection, with over 900 square miles operational; more than 14 million incidents reviewed; and 40 issued patents. ShotSpotter is a publicly traded corporation (NASDAQ: SSTI) with approximately 175 full-time employees and is headquartered in Fremont, California.

ShotSpotter provides precision-policing solutions for law enforcement to help deter gun violence and make cities, campuses, and facilities safer. Our flagship product, ShotSpotter Respond, is the leading gunshot detection, location, and forensic analysis system, and is trusted in more than 125 cities. Other product offerings include:

- ShotSpotter Investigate™, a cloud solution for case management to improve overall clearance rates across all crime categories.
- ShotSpotter GCM™, our gun crime management system, is an extension of Respond that provides a centralized, collaborative case platform and enables gun crime units to effectively track, manage, and correlate gun crime cases to maximize the impact of the NIBIN program.
- ShotSpotter Connect™, which uses artificial intelligence-driven analysis to help strategically plan patrol missions and tactics for maximum crime deterrence.
- ShotSpotter SecureCampus®, designed to provide outdoor gunfire coverage at university and school campuses.
- ShotSpotter SiteSecure™ for critical infrastructure designed to detect gunfire attacks on commercial and federal buildings, electrical substations, airports, and large outdoor structures.
- ShotSpotter Labs, which focuses on innovative applications of ShotSpotter to help protect wildlife and the environment; currently helping combat rhino poaching in South Africa and will soon launch other applications for global wildlife protection, such as combatting illegal blast fishing in Malaysia with underwater sensors.

Solution Overview

ShotSpotter GCM helps law enforcement agencies capture, track, and collaborate on investigations from a single, shared digital case folder. The module's investigative, analytic, and reporting tools make detectives and gun crime analysts more efficient and effective.

Interactions

ShotSpotter GCM improves communication with the community and helps ensure transparency with our Citizen Interaction Center, a configurable website that links to an agency's existing homepage.

- Enable submissions from citizens for tips related to shooting incidents.
- Publish wanted posters and rewards for information. The system routes responses directly to the case folder and investigators receive instant alerts.

Incidents

Supports police work from the field to investigations, and vice versa.

- Alerts investigators to screen and follow-up on gunshot detection events to which patrol officers have responded (via integration with ShotSpotter Respond).
- Captures tips and field assignments from investigators, analysts, and other agency divisions in real time.
- Automatically routes reports for review and notifies supervisors and investigative units about new matters requiring their attention.
- Searches, analyzes, and links associated incidents.

Investigations

Helps investigators and analysts find patterns, assess solvability, and track follow-up activities; tracks case progress for any type of case; and provides command staff with complete oversight through real time dashboards and reports.

- Associate shooting case folders and correlate NIBIN leads to related shooting cases to streamline information sharing.
- Assign tasks in a case to team members for follow-up.
- Invite co-workers to collaborate on cases and grant access privileges to others as needed.
- Share forensics, photos, videos, and reports with other work units, departments, and the DA's office.
- Record investigative steps within customized worksheets tailored for each case type
- Automatically route casework through review and approval process.

Shooting Incident Case Handling

Capture and manage details, evidence, and investigative activities involving shooting incidents.

- Screen and triage ShotSpotter Respond alert occurrences.
- Create and manage a collaborative case folder for gun-related violent crime.
- Manage and process associated NIBIN leads.
- Aggregate and correlate information associated with multiple cases.
- Deliver feedback and outcomes to internal and external partner agencies via secure case dissemination.

Onboarding Services

ShotSpotter will provide a series of professional services throughout the implementation process to prepare the Department to maximize the value of the Gun Crime Management solution. We will refine these typical onboarding steps to best serve the Department team and system users. ShotSpotter professional services are designed to:

- Ensure successful implementation of ShotSpotter's Gun Crime Management module
- Ensure the Department can fully use the features and functions of the platform to achieve the maximum benefit
- Ensure the Department's Best Practices are refined, as needed, to use the system most effectively

ShotSpotter has assembled a Project Management and Customer Success Team that comprises professionals with hundreds of years of combined software engineering and law enforcement experience. The mission of this team of Engineers, Consultants, Trainers, and Analysts is to maximize customer success with the ShotSpotter solution. This team is available to our customers both pre- and post-production to advise, train, and guide them on the most effective use of the features and functionality available within the ShotSpotter solution.

The following provides a high-level overview of ShotSpotter's typical Onboarding Services, which will be tailored to support the Peoria Police Department.

Getting Started

ShotSpotter will assign a Project Manager and a Customer Success Director to the Department to ensure we deliver consistent, quality best practices training based on the Department's needs to maximize the value of our service. The Customer Success Director will remain engaged with the Department for the duration of our relationship.

Implementation

Following contract execution, the ShotSpotter Project Manager will work with the Department's project team to plan the implementation process, beginning with a Customer Kick-Off meeting with all stakeholders. The teams will review the program objectives, lay out the key implementation steps, agree on a project timeline, including targeted production date (go-live), and establish a protocol for ongoing communication throughout the implementation process. ShotSpotter will schedule regular status calls with the Department's Program Manager and other project leaders to maintain regular communication throughout the implementation process.

Wave 1 Planning	Wave 2 Configuration	Wave 3 Training	Wave 4 Production
Activities <ul style="list-style-type: none"> • Create project teams • Conduct Kick-off meeting • Develop project plan • Develop project schedule developed • Review security issues 	Activities <ul style="list-style-type: none"> • Setup instance of application for agency (agency account) • Implement configurations and prepare system for activation • Demonstrate the basic design for data capture to validate the configuration process 	Activities <ul style="list-style-type: none"> • Create end user accounts • Assign end user permissions • Provide a pre-production training environment • Confirm access to training environment for key user group • Deliver training to key user group 	Activities <ul style="list-style-type: none"> • Provide a production environment for data entry • Assist with roll-out to various units • Provide initial support • Introduce agency to ShotSpotter Support processes
Deliverable	Deliverable	Deliverable	Deliverable
Kick-off meeting and project plan.	Demonstration of initially configured system.	Establish training environment and conduct initial training.	Production-ready application. Activated ShotSpotter support.

Best Practices

Early in the Customer Onboarding process, ShotSpotter’s Customer Success team, led by the assigned Customer Success Director, will work with the Department’s Program Manager and other project leaders to schedule and conduct Best Practices sessions for the Investigations division leadership and key users. These sessions (which may be held in conjunction with other training sessions or meetings) will assist the Department in establishing protocols and procedures to deploy the Gun Crime Management platform across the designated units in a manner that maximizes efficiency and produces optimal investigative outcomes. ShotSpotter will conduct these sessions in coordination with the following groups of users, as applicable:

- Program Management
- Investigations Unit Personnel
- Intelligence and Crime Analysts

User Training

In preparation for system roll-out, ShotSpotter will assign a Customer Success Director to confer with the Department’s Program Manager and assist in developing a plan to ensure end users receive proper training on the relevant components of the application. At the scheduled training session, a ShotSpotter trainer will provide train-the-trainer type instruction to identified key personnel from the Department’s user group. ShotSpotter will provide copies of user manuals and training slides that may be duplicated as needed to enable Department Trainers to train additional personnel. The training may be delivered either online, in-person, as determined by the Customer Success Director and Department.

New System Roll-Out

The Department will designate one or more System Administrator(s) who will create and manage the agency-level configurations and end user accounts via the Admin Portal, including:

- Agency contact information and logos or trademark uploads
- Citizen Website configurations, including text-based edits and citizen submission form configurations
- Organization hierarchy configurations (org chart)
- User account management

ShotSpotter will provide a System Administrator Guide and initial support designed to enable the System Administrator to manage routine user support requests such as password resets, account updates, and management of user permissions. The ShotSpotter Customer Success and Product Management teams will support the System Administrators to ensure initial setup and configurations are properly completed.

ShotSpotter recommends the Department select key personnel to serve as the initial user group, attend training and make recommendations for development of best practices. The initial user group should be comprised of personnel with diversified roles and responsibilities representative of the user types within the Agency. The user group's role is to use the production system during an initial period to enter data, manage workflow, and visualize information. The user group is also encouraged to provide feedback and share their knowledge with other end users as the system rolls out to various units.

The Customer Success Director will assist the Department to implement a plan for a controlled deployment of the new production system that allows users to incrementally adapt to the new system.

As the Gun Crime Management platform is rolled out, ShotSpotter's Customer Success Director will remain in communication to ensure the transition is smooth and established best practices are implemented as planned.

The Customer Success Director will facilitate an introduction to the ShotSpotter Support organization to review the support process. The Customer Success Director will continue to work with the Department to review the results achieved by each group of users involved in the program.

Pricing

ShotSpotter GCM is offered on a tiered, annual subscription model with a one-time Service Initiation and Onboarding fee and Annual Subscription fees based on the size of the agency.

Annual Subscription Fees

Contract Term	One-Time Fees (Service Initiation and Onboarding)	Annual Subscription Fees	Total
Year 1	\$9,900	\$25,000	\$34,900
Year 2	N/A	\$25,000	\$25,000
Year 3	N/A	\$25,000	\$25,000

Payment Terms

Payment for the service initiation, onboarding, and three-year subscription term shall be as follows:

Three-Year Payment Terms

- 50% of Year 1 fees due upon execution of amendment (\$17,450)
- 50% of Year 1 fees due upon ShotSpotter GCM service activation (live) status (\$17,450)
- 100% of Year 2 fees due prior to first anniversary of ShotSpotter GCM live status (\$25,000)
- 100% of Year 3 fees due prior to second anniversary of ShotSpotter GCM live status (\$25,000)

Pricing Assumptions

This pricing is submitted based on the following assumptions:

- ShotSpotter GCM is offered to the Department as an extension of ShotSpotter's Respond gunshot detection and location service.
- Services will be delivered under an amendment to the terms of the existing ShotSpotter Respond (formerly Flex) Services Agreement dated August 27, 2013, as subsequently amended. This Proposal will be attached as Exhibit A to Amendment 2.
- ShotSpotter GCM is priced based upon an enterprise license model. ShotSpotter GCM licenses are unlimited for crime gun intelligence users within the Department.
- ShotSpotter GCM is licensed for crime gun intelligence initiatives only. Should the Department wish to expand the use of ShotSpotter GCM for other case types, the Department can upgrade to a full version of ShotSpotter Investigate with an additional Service Initiation fee and Annual Subscription fee.
- Integration of ShotSpotter GCM with ShotSpotter Respond is included at no additional charge.

- This pricing does not include the costs for ShotSpotter data conversion or additional integration services, costs required from third-party vendors to support any conversion efforts, nor any costs required from third-party vendors to implement and support interfaces.
- This pricing does not include any state or local taxes; if taxes are applicable, we can provide an amended price quotation upon request.
- This pricing remains valid for sixty (60) days from the date of this proposal.