ShotSpotter Flex Service Agreement

ShotSpotter, Inc. (also "ShotSpotter," "we," "us," or "our"), with offices located at 7979 Gateway Blvd., Suite 210, Newark, CA 94560, and Broward County Sheriff's Office (also "Customer," "you" or "your"), with offices located at 2601 West Broward Blvd., Fort Lauderdale, FL 33312. ShotSpotter and Customer agree to the following Services and License Agreement and General Terms and Conditions (hereinafter, "Agreement").

This Agreement and its Exhibits or addenda (this "Agreement"), and any properly executed amendments to this Agreement provide the terms and conditions under which you purchase a license to use the ShotSpotter Gunshot Location services identified and described herein ("Service").

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Exhibits

Exhibit A – ShotSpotter Proposal No. **HALBEFL012921**

Exhibit B – ShotSpotter Service Level Agreement

Exhibit C – Sample Operational Readiness Form (format subject to change)

Exhibit D – Sample Florida Business Records Certification Form

1. SERVICES

A. In consideration of the parties' mutual under-takings set forth in this Agreement, you and we agree as follows:

(1) For purposes of this Agreement, the Service shall consist of (i) providing access by the Customer to Reviewed Alerts (as defined in Exhibit B) delivered via the Insight password-protected internet portal and user interface supplied by ShotSpotter (together Insight and the interface shall be called the "Software") (ii) providing access to historical Reviewed Alerts and incident information via the Software; and (iii) other services as specified in this Agreement.

(2) Reviewed Alerts consist of data for gunfire incidents, detected by the ShotSpotter Gunshot Location System and reviewed by a ShotSpotter incident reviewer employee (see Exhibit B).

(3) ShotSpotter will install the ShotSpotter Gunshot Location System in the coverage area specified in this Agreement and Exhibit A. ShotSpotter will host the Service and may update the functionality and Software of the Service from time to time at its sole discretion and in accordance with this Agreement.

(4) ShotSpotter shall retain ownership of, and all rights to, all components of the ShotSpotter Gunshot Location System, including hardware components, Software and firmware. Under this Agreement

the Customer is only licensing rights to access the incident information detected by the ShotSpotter Gunshot Location System and download and save and use the Data as more fully explained herein.

(5) During the term of this Agreement, ShotSpotter will provide real-time gunfie analysis and alert services. After an explosive (or inpulsive) sound triggers enough ShotSpotter Sensors that an incident is detected and located, audio from the incident is sent to the ShotSpotter Incident Review Center (IRC) via secure, high-speed network connections for real-time qualification. Within seconds, a ShotSpotter professional reviewer analyzes audio data and recordings to confirm gunfire or explosions. The qualified alert is then sent direclty to the Customer's and the City of Hallandale Beach, Florida's dispatch center, PSAP, mobile/patrol officers, the Customer's and the City of Hallandale Beach, Florida's Real Time Crime Center (RTCC), district offices and any other relevant safety or security personnel, as determined by the Customer.

(6) The following capitalized terms not otherwise defined in this Agreement shall have the meanings set forth below:

A. Insight means the internet portal to which Customer will have access to Reviewed Alerts.

B. Confidential Information means that information that is exempt from disclosure or confidential and exempt from disclosure pursuant to Florida law.

C. Coverage Area means the area in square miles covered by the Services as set forth in Exhibit A and any subsequent amendments thereto.

D. Data means data, information, and electronic files created, generated, modified, compiled, displayed, stored or kept in the course of providing the Subscription Services, including, without limitation, information in Reviewed Alerts accessible through the Service and/or Software.

E. Reviewed Alerts means the data reviewed by ShotSpotter's incident review staff related to gunfire incidents detected by the ShotSpotter Gunshot Detection, Location, and Forensic Analysis Service.

F. ShotSpotter® Respond™ System (previously known as ShotSpotter® Flex™) means the ShotSpotter Gunshot Detection, Location, and Forensic Analysis Service provided on a subscription basis under this Agreement.

G. Software means the ShotSpotter Gunshot Detection, Location, and Forensic Analysis Service, Reviewed Alerts, ShotSpotter Respond™ and ShotSpotter Dispatch™ applications, and ShotSpotter® Insight user interface to which Customer will have access under this Agreement on a subscription basis.

H. Subscription Services means the services provided to Customer on a subscription basis to access, and ShotSpotter's maintenance of, the Software.

I. System means collectively the Software and Subscription Services provided under this Agreement.

2. LICENSE, OWNERSHIP AND DATA RIGHTS

In consideration of payment of the fees set forth in Exhibit A, Customer is granted a non-exclusive, non-transferable and terminable enterprise license for the Customer to use the Service and Data (as those terms are defined herein). Such enterprise license allows an unlimited number of Customer employees to access the Software.

This License creates important legal rights and obligations, so please read it carefully before using the Service. This License constitutes an offer by us to you. **By manifesting your assent to these terms or by issuing a purchase order and signing this agreement, you agree to be bound by the terms and conditions of this license.** If you do not agree to be bound by the terms of this License, do not execute this Agreement, or use the Service.

A. RIGHTS IN DATA.

All Data created, generated, modified, compiled, stored, kept or displayed by ShotSpotter through the Subscription Service in the course of providing the Subscription Service and related Services to Customer, remains the sole and exclusive property of ShotSpotter . Subject to subparagraph (ii) below, ShotSpotter expressly reserves the rights to copy, publish, display, adapt, modify, translate, perform publicly, make works derived from, transfer, sell, offer for sale, and to use any and all Data for any purpose, and to authorize, license, and sublicense others to do any or all of the same. . ShotSpotter will not release or disseminate to any person or entity Data related to or consisting of specific forensic or law enforcement sensitive incident information pertaining to any active inquiry, investigation, or prosecution, unless in response to a valid order or subpoena issued by a court or other governmental body, or as otherwise required by law. At no time, either in a non-exclusive or exclusive data ownership, does ShotSpotter release, sell, license, or otherwise distribute the gunfire alert Data to the press or media without the prior express, prior written consent of an authorized representave of the Customer.

Customer shall have the unrestricted right to download, make copies of, distribute, and use the Data within its own organization, for its exclusive internal purposes, and for the purpose of detecting and locating gunfire, routine archival recordkeeping, evidence preservation, and investigative, or evidentiary, prosecutorial purposes, and/or to share with other law enforcement agencies, and any other lawful purpose in accordance with Florida law. During the term of this Agreement ShotSpotter shall provide the capability

and Customer shall have the right to download Data in a standard comma separated value (*.csv) file format to support the Data Rights defined above. Following termination of this Agreement, Customer will have all rights to Data downloaded to the Customer's local database prior to such termination.

B. LICENSE AND RESTRICTIONS.

The Software and Data are our proprietary products, may incorporate components supplied to us 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 Software and Data and any part thereof are the property of us or our suppliers. By virtue of this License, you acquire only the right to use the Software and Data in accordance with this Agreement, but otherwise acquire no license, title or ownership rights, express or implied, in or to the Software or Data, or any right to use or practice any of our patents, copyrights, trademarks, or trade secrets, all of which rights are reserved expressly by us or our suppliers. You may not make any copies of the written materials or documentation that accompanied any component of the Software, or use them, or any other information concerning the Service that we have designated as confidential, for any purpose other than bona fide use of the Service or Software for the specific purposes contemplated herein, nor allow anyone else to do so. You shall not, without our express written consent, which may be withheld or conditioned in our sole discretion, nor shall you allow anyone else to: (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 Data, or on the Service; (ii) merge, combine, integrate or bundle the Software or the Data, in whole or in part, with other software, hardware, data, devices, systems, technologies, products, services, functions or capabilities; (iii) transfer, distribute, make available the Service, Data, or Software to any person other than for Customer's governmental functions, including sharing Data with other governmental agencies involved with Customer's governmental investigative functions, sell, resell, sublicense, lease, rent, or loan the Service, Data, or Software, in whole or in part, or (iv) provide use or permit operation of any of the Service, Software or Data by any person other than for Customer's own internal use, nor in or through any application service provider, service bureau, rental or time-sharing arrangement; (v) 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 Data or Software, or any data or information created, compiled, displayed, or accessible through the System, in whole or in part; or (vi) remove, modify or obscure any identification or proprietary or restrictive rights markings or notices from the Data, Software or any component thereof.

ShotSpotter and its licensors retain all ownership of all intellectual property rights in and to all Data, Software, all computer programs, related documentation, technology, know how and methods and processes embodied in or made available to you in connection with the Service, including, without limitation, all patent rights, copyrights, trade secret rights, trademarks and service marks. All rights not expressly

granted to you herein are reserved by ShotSpotter. You shall take all reasonable measures to protect ShotSpotter's intellectual property rights in the Service and Software, including providing assistance and measures as are reasonably requested by ShotSpotter from time to time.

You are hereby placed on notice that alteration or removal of copyright management information (including, without limitation, licensor's name and other identifying information, name of the Service, the terms and conditions of this License, and identifying numbers or symbols) embodied in or associated with the Service is prohibited, because such conduct may cause others to infringe our rights in and to the system, Service and/or Software. You may also not obscure or remove any confidentiality, patent, trademark or copyright notices on any component of the Service, or any documentation.

C. TERMINATION.

You agree that your right to use the Service, Software and Data will terminate automatically if you violate any of the terms of this License, or fail to timely pay any sums you owe to us or resellers or integrators of our Service, or fail to renew the Service upon expiration of the Service term. In the event of termination, your access to the Data and Software will be terminated, and ShotSpotter will cease delivering Reviewed Alerts, and disable your access to the Data. Customer agrees that ShotSpotter shall not be liable to Customer nor to any third party for any suspension of the Service resulting from Customer's nonpayment of fees as described in this section. In the event of Customer's termination for a material breach by ShotSpotter, ShotSpotter shall have thirty (30) days from date of notice from Customer to remedy outstanding issues. In the event that a remedy is not reached after thirty (30) days the Customer shall have the right to terminate the Agreement with a refund of fees paid on a pro rata basis paid for the subscription the Agreement is terminated.

Customer's Right to terminate for Convenience. The Customer reserves the right, in its best interest as determined by the Customer, to cancel this Agreement and the Subscription services hereunder for convenience by giving written notice to ShotSpotter at least thirty (30) days prior to the effective date of such cancellation, without penalty or further expense to Customer. ShotSpotter acknowledges and agrees that it has received good, valuable and sufficient consideration from Customer, the receipt and adequacy of which are hereby acknowledged by ShotSpotter, for Customer's right to terminate this Agreement for convenience. In the event this Agreement is terminated for convenience, ShotSpotter shall be paid for any services performed to the Customer's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. In such event, ShotSpotter shall not be obligated to refund a pro-rata portion of any pre-paid fees for the annual period in which the Agreement is terminated.

Additonally, Customer has limited financial capacity to pay the consideration for the entire term of this Agreement. Therefore, Customer has the right to terminate this Agreement after payment of the amount of Forty Nine Thousand Five Hundred Dollars $49,500.00 (which represents the maximum payment

Customer is obligated to make under this Agreement and is hereinafter referred to as the "Initial Funding"). Customer shall not be liable for any further payments under this Agreement beyond the Initial Funding amount, unless Customer expressly agrees otherwise in writing.

Notwithstanding the forgoing, Customer has the right to unilaterally assign this Agreement to the City of Hallandale Beach, Florida (as more fully described herein) after Customer exhausts and pays the Initial Funding and the City of Hallandale Beach, Florida and Shotspotter are free to negotiated additional/different terms that will bind themselves and not the Broward Sheriff's Office.

D. MODIFICATION TO OR DISCONTINUATION OF THE SERVICE.

ShotSpotter reserves the right at any time and from time to time 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 Service 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.

E. OTHER RESTRICTIONS.

You acknowledge and agree that the source code and internal structure of the Software, Data and Service, as well as documentation, operations manual and training material are our confidential property, and trade secrets, the value of which would be destroyed by disclosure to the public. Except for as provided in Section B. (above), use by anyone other than you of the Service, documentation, and Data is prohibited, unless pursuant to a valid assignment under this Agreement.

3. LIMITED EXCLUSIVE WARRANTY.

Provided that you comply with your obligations under the terms and conditions stated herein, we warrant that the Software (as defined herein) will be free of defects in workmanship which materially impair the functioning of the Service and Software in substantial conformity with the specifications documentation accompanying the Service.The Software covered under this limited exclusive warranty consists exclusively of the ShotSpotter Dispatch, ShotSpotter Respond, and ShotSpotter Insight applications and user interface, made available to Customer under this Agreement, subject to the terms and conditions of the License between you and us.

A. REVIEWED ALERT SERVICE LEVELS.

As regards to sonic event review and alert services, subject to the Customer's compliance with its obligations hereunder, and to the disclaimers and limitations set forth in Exhibit B, and in Sections 5(C), 6, 7, 12 and 14 of this Agreement, we agree to provide the service levels set forth in Exhibit A, attached hereto.

B. OTHER WARRANTY.

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

THE LIMITED EXCLUSIVE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT IN THIS SECTION 3, PARAGRAPH B, AND AT SECTION 7 BELOW ARE THE ONLY WARRANTIES MADE TO YOU AND ARE PROVIDED IN LIEU OF ANY OTHER WARRANTIES (IF ANY) CREATED BY ANY DOCUMENTATION OR PACKAGING, OR OTHERWISE EXPRESS OR IMPLIED. THESE LIMITED EXCLUSIVE WARRANTIES GIVE YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY BY JURISDICTION.

4. SHOTSPOTTER SUPPORT.

During the term of the Services, ShotSpotter will make commercially reasonable efforts to promote Customer's successful utilization of the Service, including but not limited to providing Customer with user guides, online help, online training presentation, and online training sessions (as available). ShotSpotter will provide reasonable efforts to respond via email to requests for support relating to incident classification within 8 hours of the request.

In addition, ShotSpotter will use commercially-reasonable efforts to respond to other support requests within 24 hours of receipt of the request during the period of 8am to 5 pm Monday through Friday, Eastern Time. The e-mail support specialist shall be responsible for receiving Customer reports of missed incidents, or errors in the Service, and, to the extent practicable over email or telephone, making commercially-reasonable efforts to assist the Customer in resolving the Customer's reported problems. In the event the problem cannot be resolved telephonically, then ShotSpotter will use commercially-reasonable efforts to restore functionality of the Service to Service specifications within 72 hours of receipt of the report.

A. FORENSIC REPORTS.

i. Investigative Lead Summary ("ILS"). ShotSpotter provides an on-demand report available through the ShotSpotter Respond Application at no additional cost or expense to Customer. 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 parties understand that the ILS is an electronically produced document and is not reviewed by a ShotSpotter analyst.

Detailed Forensic Report ("DFR"). If requested by Customer, ShotSpotter will provide a DFR for any ShotSpotter-detected incidents, including Reviewed Alerts at no additional cost or expense to Customer. 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. Secondarily, the DFR is available for use by law enforcement to obtain a search warrant or to investigate an Officer Involved Shooting. If ShotSpotter's normal and customary signed notary certification form contained within a DFR is not acceptable for entry into a Florida court record for evidentiary purposes for any reason, then ShotSpotter will provide an additional affidavit or certification under oath, as reasonably requested by Customer or prosecuting attorneys, to satisfy the same as Florida Rules of Evidence at no additional cost or expense to Customer or the requesting prosecuting attorneys. A sample Florida Business Records Certification Form is attached as Exhibit D.

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 five (5) business days of receipt of the request in an non-proprietary format that may be read, saved and printed by Customer.

B. EXPERT WITNESS SERVICES.

ShotSpotter offers reasonable expert witness services, including Reviewed Alerts, for an hourly fee as set forth in Exhibit A to Customer and/or Broward County State Attorneys Office or Florida Attorney General's Office, United States Attorney's Office or any other federal, state or local law enforcement agency that is partnering with Customer ("Partnering Law Enforcement Agencies") in the investigation and prosecution of criminal activities. The Customer or the requesting Partnering Law Enforcement Agencies will also be responsible for all reasonable travel and reasonable per diem reimbursement in accordance with the limitations and requirements of Florida Statute 112.061. At the specific request of the customer or Partnering Law Enforcement Agencies, ShotSpotter will provide individual(s) for the purposes of expert witness testimony for any ShotSpotter detected incidents, including Reviewed Alerts, for which the incident information is deemed by the customer to be valuable to the customer's prosecutorial requirements. Customer and Partnering Law Enforcement Agencies understand 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 and/or Parterning Law Enforcement Agencies. Customer and/or Parterning Law Enforcement Agencies 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 or Parterning Law Enforcement Agencies' desires. Payment for expert witness services

described shall be due and payable within forty-five (45) days following the Customer's or Parterning Law Enforcement Agencies' receipt of a proper payment invoice for such services regardless of the outcome of the proceedings.

5. TERM, AND RENEWAL

A. TERM AND COMMENCEMENT.

The initial Term of the Services will commence on the date that the Service is operational within the Coverage Area and is available to the Customer via Insight, as agreed to by the Customer and ShotSpotter via execution of the System Operational Readiness form a sample of which attached hereto as Exhibit C. The initial Term will be for a period of one (1) year, with fees paid in accordance with Exhibit A, subject to appropriation of funds as more fully explained herein and subject to Customer's right to early terminate as more fully explained in section 2 (c) of this Agreement .

B. RENEWAL.

Following the initial term the Service may be renewed for successive periods of one (1) year each, in accordance with the following procedure. ShotSpotter shall provide Customer with a renewal notice and invoice stating the renewal fees for the next successive renewal term no less than ninety (90) days prior to the expiration date of the then current term. Upon receipt by Customer of proper renewal notice invoicing by ShotSpotter and in compliance with Florida Statutes sec. 218.70 *et seq., Florida's Local Government Prompt Payment Act, not* later than thirty (30) days prior to the expiration of the Service term then in effect, Customer shall issue a purchase order and tender payment in full for the next annual renewal (unless otherwise agreed in writing by ShotSpotter) if Customer elects to renew the Agreement, and the term shall be renewed for another year.

Following the initial one year (1) year term, the annual Subscription fees for year (two) (2) and thereafter will be an annual price increase of no more than 3% per year for subsequent years. The resulting annual Subscription fees for subsequent years shall not exceed ShotSpotter's then current list price. Subscription fees for any additiional miles to expand the Coverage Agrea will be at ShotSpotter's then current list price. Customer acknowledges that the Service fees, terms and conditions and service levels hereunder are subject to change and that such fees, terms and conditions, and service levels may vary from those applicable to this Agreement in successive renewal terms, which will require a written amendment to this Agreement (or new agreement) executed by the authorized representatives of both parties herein.

If Customer fails to renew in a timely manner and hence allows the Service term to expire then the Service will terminate in accordance with Section 2. C. At its discretion, ShotSpotter may remove the ShotSpotter Gunshot Location System and any components at its sole cost and expense from the coverage area at that time. If ShotSpotter does not remove the ShotSpotter Gunshot Location System from the coverage area,

Customer may reinstate the Service at a later date by renewing, however Customer will not have access to any Reviewed Alerts that they would have had access to during the lapsed period.

C. COMMERCIAL CARRIER DATA SERVICES.

The ShotSpotter Gunshot Location System may use wired, wireless or cellular wireless acoustic sensor communications which necessitates the existence of a real- time data communications channel from each sensor to the hosted servers via a commercial carrier, at ShotSpotter's sole cost and expense. The unavailability or deterioration of the quality of such wired, wireless or wireless cellular communications may impact the ability of ShotSpotter to provide the Service. In such circumstances ShotSpotter will use commercially reasonable efforts to obtain alternate wired or wireless cellular communications or adjust the coverage area as necessary, at ShotSpotter's sole cost and expense. In the event ShotSpotter is unable to do so, ShotSpotter will terminate the Service and refund a pro-rata portion of the annual Service fee to Customer. ShotSpotter will deploy new Sensor equipment to support the implementation of this project.

6. IP INFRINGEMENT; EXCLUSIVE REMEDY.

Subject to the terms and conditions hereof, ShotSpotter agrees to defend, hold harmless and indemnify Customer (provided it is the actual End-user Customer of the Service) 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 end-user customer by a third party unrelated to the customer, in which such third party asserts a claim that the Service and/or Software, when used in accordance with ShotSpotter's specifications and for the purposes intended, infringes any United States patent which was issued by the U.S. Patent and Trademark Office, or United States copyright or other third party intellectual property rights as of the effective date of Customer's agreement to purchase the ShotSpotter Respond System.

Provided, however, that 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, and that Customer shall provide ShotSpotter with reasonably prompt written notice of any such suit or action, and of any oral, written or other communication or other information or circumstances of which Customer becomes aware that could reasonably be expected to lead to such a suit or action (including any and all cease and desist demands or warnings, and offers or invitations to enter license agreements), and shall provide ShotSpotter all reasonable assistance and information in connection with ShotSpotter's investigation and defense of any claim of infringement.

Further provided, however, that this section shall not apply and ShotSpotter shall have no obligation to defend and indemnify Customer in the event the Customer or a reseller, integrator, service provider or supplier modifies, alters, substitutes, or supplements any of the Service, 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 or approved by ShotSpotter as part of the Service, 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 Service or Software are used for or in connection with any purpose, application or function other than detecting and locating gunshots exclusively through acoustic means.

If, in ShotSpotter's opinion, the Service, 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 a 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 Service or Software, (2) modify or replace such Service or Software to make it or them non-infringing while providing similar functionality, or (3) refund to the Customer a pro-rata portion of the annual Service price paid for the Service System.

The foregoing section states the entire liability of ShotSpotter and Customer's and its suppliers' exclusive remedy for or relating to infringement or claims or allegations of infringement of any patent, copyright, or other intellectual property rights inor to the system, system components, and software. This section is in lieu of and replaces any other expressed, implied or statutory warranty against infringement of any and all intellectual property rights. This section shall survive termination of this Agreement.

7. LIMITED WARRANTIES EXCLUSIVE; DISCLAIMERS IMPORTANT; PLEASE READ CAREFULLY

To the maximum extent permitted by applicable law, the limited warranties expressly set forth above at Section 3, paragraph B, and this Section 7 are exclusive, and in lieu of all other warranties, whether written, oral, express, implied or statutory. There are no warranties that extend beyond those expressly set forth herein, and no prior statements, representations, or course of dealing by any ShotSpotter representatives shall vary, expand or modify these warranties.

To the maximum extent permitted by applicable law, all other representations or warranties, express, implied, or statutory, including without limitation, any warranties of non-infringement, quality, suitability, merchantability, fitness for a particular purpose or otherwise of any services or any goods provided incidental to the services provided under this agreement are hereby expressly disclaimed and superseded by the exclusive limited express warranty and disclaimers set forth herein.

Without limiting the generality of the foregoing limitations and disclaimers, while the Service is not designed, sold, or intended to be used to detect, intercept, transmit or record oral or other communications of any kind, ShotSpotter cannot control how the Service is used, and, accordingly, ShotSpotter does not warrant or represent, expressly or implicitly, that use of the Service will comply or conform to the requirements of federal, state or local statutes, ordinances and laws, or that use of the Service will not violate the privacy rights of third parties. You shall be solely responsible for using the Service in full compliance with applicable law and the rights of third persons.

Further, regardless of any prior statements, representations, or course of dealings by any ShotSpotter representatives, we do not warrant or represent, expressly or implicitly, that the Service or its use will: result in the prevention of crime or hostile enemy action, apprehension or conviction of any perpetrator of any crime, military prosecution of any enemy force, or detection or neutralization of any criminal, combatant or threat; prevent any loss, death, injury, or damage to property due to the discharge of a firearm or other weapon; in all cases result in a Reviewed Alert for all firearm discharges within the designated coverage area; or that the ShotSpotter-supplied network will remain in operation at all times or under all conditions.

ShotSpotter expressly disclaims, and does not undertake or assume any duty, obligation or responsibility for any decisions, actions, reactions, responses, failure to act, or inaction, by Customer as a result of or in reliance on, in whole or in part, any Services or Reviewed Alerts provided by ShotSpotter, or for any consequences or outcomes, including any death, injury, or loss or damage to any property, arising from or caused by any such decisions, actions, reactions, responses, failure to act, or inaction. It shall be the sole and exclusive responsibility of the Customer to determine appropriate decisions, actions, reactions or responses, including whether or not to dispatch emergency responder resources. The Customer hereby expressly assumes all risks and liability associated with any and all action, reaction, response, and dispatch decisions, and for all consequences and outcomes arising from or caused by any decisions made or not made by the Customer in reliance, in whole or in part, on any Services provided by ShotSpotter, including any death, injury, or loss or damage to any property.

Any and all warranties, express or implied, of fitness for high risk purposes requiring fail-safe performance are hereby expressly disclaimed.

You and we each acknowledge and agree that the Service is not a consumer good, and is not intended for sale to or use by or for personal, family or household use.

8. YOUR OBLIGATIONS.

You acknowledge and agree that ShotSpotter's duties, including warranty obligations, and ability to perform its obligations to you shall be predicated and conditioned upon your timely performance of and compliance with your obligations hereunder, including, but not limited to:

A. You agree to pay all sums due under the purchase agreement or order as and when they are due pursuant to the terms of such agreement or order. Actual access and use of the ShotSpotter Service and acceptance by Customer when services are "live" shall constitute evidence that the Service is active and the final payment for the one year subscription period is due.

B. You agree to use your best efforts to timely perform and comply with all of your obligations allocated to you in this Agreement. While it is ShotSpotter's responsibility to secure all sensor site permissions required to ensure the service performs according to the Service Level Agreement standards defined in Exhibit B, Customer understands that ShotSpotter may request Customer assistance in obtaining permissions in local government buildings, on public lighting and/or utility poles, and alternatively on business and residential buildings. However, ShotSpotter shall bear the sole responsibility of obtaining permission from any property owner regarding the use of their property for the installation of sensors and any cost incurred for the use of the property, including but not limited to licensing, telecommunication fees, governmental licensing fees and rental or leasing fees.

C. You shall not permit any alteration, modification, substitution or supplementation of the ShotSpotter Service or web portal, or the combining, connection, merging, bundling, or integration of the ShotSpotter Service or web portal into or with any other system, equipment, hardware, software, technology, function or capability, without our prior written consent.

D. Unless otherwise expressly agreed in advance in writing by ShotSpotter, you shall not resell, transfer, distribute or allow access to the Service or web portal or any portion thereof, to any person other than Customer for its own internal use, 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, or sublicense the Software, Data, or Subscription Services. Notwithstanding the forgoing, Customer may share Data with its law enforcement partners and/or its Parterning Law Enforcement Agencies in an effort to investigate and prosecute criminal activities or gun discharge incidents or share Data as provided in the Florida or Federal Rules of Criminal Procedure, Florida or Federal Rules of Civil Procedure, required for the purposes of prosecution, or proper court process

E. Customer Must Have Internet Access. In order to use the Service, Customer must have or must obtain access to the World Wide Web to enable a secure https connection from the customers work station 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.

F. Passwords and Access. Customer may designate up to the number of users under Customer's account which corresponds to the access required by assigning unique passwords and user names. Customer will be responsible for the confidentiality and use of Customer's password and user names, and agrees that sharing passwords and/or user names with unauthorized users is prohibited.

G. You shall comply with all applicable laws, rules and regulations relating to the goods and services provided hereunder.

9. INTELLECTUAL PROPERTY RIGHTS; LIMITED LICENSE.

We or our licensors retain all ownership of all intellectual property rights in and to all data, software, computer programs, related documentation, technology, knowhow and processes embodied in or made available to you in connection with the Service, and Software, including, without limitation, all patent rights, copyrights, trade secret rights, trademarks and service marks. Your rights to install and use the Data and Software are limited, and shall be strictly in accordance with the License setforth in Section 2 hereof. Any and all rights not granted expressly in such License are hereby reserved.

10. EXPORT CONTROL.

You acknowledge that the ShotSpotter Respond System is the subject of a Commodity Jurisdiction determination by the United States Department of State, and has been determined to be a controlled commodity, software and/or technology subject to the United States Export Administration Regu-lations of the U.S. Department of Commerce. Accordingly, no part of the Data, Software, ShotSpotter Respond System or any Gunshot Location System component thereof may be transferred, consigned, shipped, delivered, received, exported or re-exported, nor may any technical data directly relating to any of the same or the underlying information or technology be disclosed, downloaded, uploaded, transmitted, received, furnished, or otherwise provided, to, by or through any person, government, country, or to any end-user, or for any end-uses, except in compliance with applicable U.S. export control laws administered by the U.S. Government, and any other applicable U.S. laws, 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 your country. In this respect, no resale, transfer, or re-export of any ShotSpotter Respond System exported to you pursuant to a license from the U.S. Department of Commerce may be resold, transferred, or reported without prior authorization by the U.S. Government. Customer agrees not to export, re-export or engage in any "deemed export," or to transfer or deliver, or to disclose or furnish, to any foreign (non- U.S.) government, foreign (non-U.S.) person or end-user, or to any U.S. person or entity, any of the ShotSpotter Respond System, Gunshot Location System components, Data, Software, Services,

or any technical data or output data or direct data product thereof, or any service related thereto, in violation of any such restrictions, laws or regulations, or without all necessary registrations, licenses and or approvals. Unless otherwise agreed and so specified in this Agreement, you shall obtain and bear all expenses relating to any necessary determinations, registrations, licenses and/or exemptions with respect to its exportation, re- exportation or "deemed export" of the ShotSpotter Respond System, Data, Software or any Gunshot Location System Components or Services, as well as with respect to the disclosure or furnishing of any technical data or other information and services relating to any of the same.

In addition to compliance with the foregoing, and without limiting the generality thereof, Customer shall not disclose, discuss, download, ship, transfer, deliver, furnish, or otherwise export or re-export any such item(s) to or through: (a) any person or entity on the U.S Department of Commerce Bureau of Industry and Security's List of Denied Persons or Bureau of Export Administration's anti-proliferation Entity List; (b) any person on the U.S. Department of State's List of Debarred Parties; (c) any person or entity on the U.S. Treasury Department Office of Foreign Asset Control's List of Specially Designated Nationals and Blocked Persons; or (d) any other end-user or for any end-use prohibited by law or regulation, as any and all of the same may be amended from time to time, or any successor thereto.

11. PROTECTION OF CONFIDENTIAL INFORMATION.

Unless either party (the "Receiving Party") obtains prior written consent from the other (the "Disclosing Party"), the Receiving Party agrees that it will not reproduce, use for purposes other than those expressly permitted herein, disclose, sell, license, afford access to, distribute, or disseminate any information: i) obtained from the Disclosing Party in connection with the System purchase, installation or operation, and designated by it from time to time as confidential; ii) the documentation, use and operations manuals; and output data created or compiled by the ShotSpotter Respond System; iii) your deployment methodology, results, or related facts; (collectively, "Confidential Information") Unless a section of this Agreement specifically identifies the identity of Customer as Confidential Information, the fact that Customer is a customer of ShotSpotter shall not itself be considered Confidential Information, nor shall the name of any city in which the ShotSpotter Gunshot Location System is deployed be considered confidential information. Recipient's obligations under this section shall not apply to any of Discloser's 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 of Discloser's 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 such Recipient; provided, however, such Recipient shall provide prompt prior written notice thereof to such Discloser to enable Discloser to seek a protective order or otherwise prevent such disclosure. Receiving Party shall use reasonable controls to protect the confidentiality of and restrict access to all such Confidential Information to those persons having a specific need to know the same for purposes expressly authorized herein, and render unreadable prior to discarding, all records containing our Confidential Information. In any event such controls shall not be less protective than those Receiving Party uses to secure and protect its own confidential, but not "Classified" or otherwise Government-legended, information.

12. FORCE MAJEURE.

In no event shall either party be liable for any delay or default in its performance of any obligation under this or any other agreement caused directly or indirectly by an act or omission of the other party 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 a party's reasonable control. At a party's option and following notice to the other party, any of the foregoing causes shall be deemed to suspend such obligations of that party so long as any such cause shall prevent or delay performance, and each party agrees to make or accept performance of such obligations whenever such cause has been remedied.

13. DEFAULT; REMEDIES.

Upon the occurrence of any default by or breach of your obligations, we may at our option, upon an advanced ten (10) business day advance written notice to Customer and opportunity for Customer to cure during that period of time, either: (i) terminate our future obligations under this agreement, terminate your License to use the Service and Software, or (ii) accelerate and declare immediately due and payable all remaining charges for the remainder of the current Term and proceed in any lawful manner to obtain satisfaction of the same. In either case, you shall also be responsible for paying repossession, shipping, repair and refurbishing costs.

14. LIMITATIONS ON LIABILITY.

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.

15. GENERAL PROVISIONS.

A. NO AGENCY.

Neither ShotSpotter nor any of its employees is an agent or representative of Customer. ShotSpotter is solely responsible for obtaining any required authorizations from any governmental agency, body or commission and for compliance therewith relative to the installation and operation of the equipment supplied under this Agreement. Customer is responsible for any required authorizations to enter into this Agreement.

B. COMPLIANCE WITH LAWS AND TAXES.

Both parties shall comply with all applicable laws, statutes and regulations relating to the sale, distribution, and use of the Service and the performance of each party's duties and obligations hereunder. All prices are exclusive of all tariffs, customs duties, imposts, national, federal, provincial, state, and local VAT, excise, sales, use and similar taxes. You will be pay and be responsible for paying any and all such taxes and tariffs, when applicable and except to the extent Customer is exempt from such taxes. If exempt from such taxes,Customer shall provide to ShotSpotter written evidence of such exemption

C. EQUAL OPPORTUNITY CONTRACT CLAUSE.

ShotSpotter is committed to the provisions outlined in the Equal Opportunity Clauses of Executive Order 11246, (41 CFR 60- 1.4), section 503 of the Rehabilitation Act of 1973, (41 CFR 60-741.5(a)), section 402 of the Vietnam Era Veterans Readjustment Act of 1974, (41 CFR 60-250.5(a)), and, the Jobs for Veterans Act of 2003, (41 CFR 60-300.5(a)) as well as any other regulations pertaining to these orders. ShotSpotter shall not discriminate against its employees based on the employee's race, color, religion, gender, gender identity, gender expression, marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

D. SEVERABILITY AND INTERPRETATION.

If any provision, in whole or in part, of this Agreement is held invalid or unenforceable for any reason, the invalidity shall not affect the validity of the remaining provisions, and there shall be substituted for the invalid provision a valid provision which most closely approximates the intent and economic effect of the invalid provision. No part or provision shall be interpreted in favor or against any party because such party or its counsel drafted the relevant provision. No course of dealing, usage, custom of trade, or communication between the parties shall modify or alter any of the rights or obligations of the parties under this Agreement.

E. INTEGRATION, AMENDMENT AND WAIVER.

This Agreement, together with any other exhibits or appendices thereto, constitute the entire understanding between ShotSpotter and you. No other documents or representations shall be used in interpreting it. Any and all written or oral agreements heretofore existing between the parties are expressly cancelled and/or superseded. Any other document, proposal, specification, statement of work, marketing collateral, or representation which may vary, alter, amend or supplement these terms and conditions will not be binding unless agreed to in a writing signed by appropriate representatives of both ShotSpotter and Customer. No modification, variance, amendment or waiver of any part of this Agreement shall be binding upon either party, whether written, oral, or in any other medium, unless made in writing and signed by authorized representatives of both parties. All the parties' rights and duties are material and time is of the essence; no waiver of any rights hereunder shall be deemed effective unless in writing executed by the waiving party; no waiver of either party's breach of any provision of this Agreement shall constitute a waiver of any prior or subsequent breach of the same or any other provision, and no failure to exercise, and no delay in exercising, any right(s) hereunder on either party's part shall operate as a waiver of any such right; all of the parties' rights are cumulative; and, no single or partial exercise of any right hereunder shall preclude further exercise of such right or any other right.

F. BENEFIT AND BURDEN; ASSIGNMENT.

Subject to the following provisions, this Agreement shall be binding upon permitted successors and assigns and shall inure to the benefit of the parties and their respective permitted successors and assigns only. Notwithstanding that the Service and Software, and its output data may be used for law enforcement, military, public safety, and force protection purposes, there are no third party beneficiaries intended to benefit from these general terms and conditions of sale, or the agreement or order of which they are a part except the City of Hallandale Beach, Florida shall be considered a third party intended beneficiary of this Agreement as one of the end users of the services being offered under this Agreement".. Customer may not assign or transfer this Agreement or any of the rights granted herein, in whole or in part, by operation of law or otherwise, without ShotSpotter's express prior written consent, which consent shall not be unreasonably withheld excepting that Customer may assign this Agreement (with notice to Shotspotter which shall consent to the same) to the City of Hallandale Beach, Florida at any time, as more fully described herein.

Notwithstanding anything to the contrary herein, Customer shall have the right, but not the obligation, upon prior written notice to ShotSpotter, to assign this Agreement to the City of Hallandale Beach, Florida ("Permitted Successor or Assignee"), provided, at the time of such assignment, Permitted Successor or Assignee shall unconditionally assume and agree to perform all of the obligations of Customer pursuant to this Agreement for any remaining terms or portions of any remaining term. In event such an assignment

occurs pursuant to this provision, then Customer shall be released of all of its obligations hereunder. Upon such assignment of interest from Customer to City of Hallandale Beach, Florida, the City of Hallandale Beach Florida shall be considered the "Customer" for all purposes within this Agreement and all provisions referencing the Broward Sheriff's Office shall be replaced with the City of Hallandale Beach, Florida. In the event the Permitted Successor or Assignee does not agree to such assignment and/or does not assume and agree to perform all the terms and conditions contained within this Agreement, then at Customer's election, this Agreement shall terminate and shall have no further force or effect and Shotspotter shall not be entitled to any further compensation, fees or consideration once the Initial Funding amount has been paid to Shotspotter.

With the exception of a merger or acquistion requiring ShotSpotter to notify the Customer, ShotSpotter may not assign or transfer this Agreement and/or ShotSpotter's rights and obligations hereunder, in whole or in part, to any third party without the necessity of obtaining Customer's consent, which consent shall not be unreasonably withheld. 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.

G. GOVERNING LAW AND 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.

The validity, performance, and construction of this agreement shall be governed by the laws of the State of Florida and the federal laws of the United States of America, excluding the laws of those jurisdictions pertaining to resolution of conflicts with laws of other jurisdictions. The parties (a) consent to the personal jurisdiction of the state and federal courts having jurisdiction over Broward County, Florida, (b) stipulate that the proper, exclusive, and convenient venue for all legal proceedings arising out of this Agreement are the Circuit or County Court for Broward County, Florida, for a state court proceeding, and the United States District Court for the Southern District of Florida – Fort Lauderdale, for a federal court proceeding, and (c) waive any defense, whether asserted by motion or pleading, that the Circuit or County Court for Broward County, Florida, or the United States District Court for the Southern District of Florida – Fort Lauderdale, is an improper or inconvenient venue.

In the event of any litigation stemming from a termination of this Agreement pursuant to this section, the non-prevailing party following the litigation and any final appeals shall be responsible for paying court costs and reasonable attorneys' fees, incurred by or on behalf of the prevailing party.

THE PARTIES AGREE THAT ANY CLAIM FILED IN STATE OR FEDERAL COURT CONCERNING THE INTERPRETATION OR ENFORCEMENT OF THIS AGREEMENT SHALL BE HEARD BY A JUDGE, SITTING WITHOUT A JURY. CUSTOMER AND SHOTSPOTTER HEREBY KNOWINGLY, VOLUNTARILY, PERMANENTLY, AND IRREVOCABLY WAIVE THEIR RIGHT TO A JURY TRIAL CONCERNING ANY SUCH CLAIM.

H. GENERAL INDEMNIFICATION

Subject to the limitations of Section 14, in addition to IP indemnification set forth in Section 6, ShotSpotter agrees to defend, indemnify and hold harmless Customer, and Broward County Board of County Commissioners and Broward County, its officers, elected and appointed officials, employees, and/or agents (collectively, "Customer Indemnified Parties") from and against any and all losses, liabilities, damages, penalties, settlements, judgments, charges, or costs (including without limitation reasonable attorneys' fees, professional fees, or other expenses asserted against any of the Customer Indemnified Parties by a third party (other than a Customer Indemnified Party) ("Losses"), to the extent that such Losses are caused by the negligence, recklessness, or intentionally wrongful conduct of ShotSpotter or any tier of ShotSpotter's subcontractor/subconsultant/supplier, agent, employee, or anyone for whom ShotSpotter may be liable, in connection with the execution or performance of ShotSpotter's obligations under this Agreement, except to the extent such Losses are caused by the negligence, recklessness, or intentionally wrongful conduct of one or more Customer Indemnified Parties.

The Customer and ShotSpotter understand and agree that the foregoing indemnification provisions also extend to third party claims against Customer Indemnified Parties from property owners and/or tenants for injury, death, damage, or loss to persons, real property, or personal property in connection with the installation of ShotSpotter electronic sensors on public or private properties throughout the ShotSpotter coverage areas.

Notwithstanding the foregoing, ShotSpotter expressly disclaims liability for, and shall not be responsible to defend, indemnify or hold harmless any Customer Indemnified Parties from and against any Losses arising from or relating to, decisions, actions, reactions, responses, failure to act or inaction by the Customer in reliance, in whole or in part, on ShotSpotter's services or reviewed alerts provided by ShotSpotter to the Customer in accordance with agreed service levels, use of ShotSpotter's services for any purpose other than gunshot detection and location, or for any consequences or outcomes, including any death, personal injury or loss of or damage to property arising from any such decisions, actions, reactions, responses, failure to act or inaction, or other uses. It is hereby agreed that ShotSpotter's provision of services and

alerts in accordance with agreed service levels shall not be deemed negligence, reckless or willful misconduct for purposes of ShotSpotter's defense, indemnity and hold harmless obligations hereunder.

This section shall survive termination of this Agreement.

I. NON-APPROPRIATION OF FUNDS.

This Agremeent is strictly contigent upon the City of Hallandale Beach, Florida City Commission's, and the Broward County Commission's, approval of the Initial Funding for this Agreement from the Federal Law Enfrocement Trust Fund. This is a condition precedent to contract formation and if it is not fully satisfied, then this Agreement will be null and void and not have any futher force or effect.

Further, if and when this Agreement is assigned by Customer to the City of Hallandale Beach, Florida, this Agreement is strictly contingent upon the City of Hallandale Beach, Florida City Commission's authorizing annual funding for all future payments due under this Agreement for the entire remaining term, and any extensions thereof, from any funding sources the City of Hallandale Beach, Florida deems appropriate in its sole and unilaterial descretion. . If termination of the Agreement occurs under this section, then this Agreement shall terminate without penalty or further expense to Customer.

J. INSURANCE

During the term of this Agreement, ShotSpotter shall maintain insurance coverage at its expense, in the limits below.

1. All Insurance Policies shall be issued by companies that (A) are authorized to transact business in the State of Florida, (B) have agents upon whom service of process may be made in Broward County, Florida, and (C) have a Best's rating of A-VI or better.

2. The Commercial General Liability Policy shall name and endorse the following as additional insureds: The Broward County Sheriff's Office, BSO; the Sheriff; Broward County; and the Board of Commissioners of Broward County, and their officers, agents, employees and commission members with a CG026 Additional Insured – Designated Person or Organization endorsement, or similar endorsement to the liability policies. Additional insured is defended and indemnified for claims to the extent caused by the acts, actions, omissions or negligence of ShotSpotter, its employees, agents, subcontractors, and representatives; but is not defended or indemnified for the additional insured's own acts, actions, omissions, negligence.

3. The Commercial General Liability policy shall be endorsed to provide that (A) ShotSpotter's Insurance is primary to any other Insurance available to the additional insureds with respect to claims covered under the policy and (B) ShotSpotter's insurance applies separately to each insured

against who claims are made or suit is brought and that the inclusion of more than one insured shall not operate to increase the insurer's limit of liability. Self-insurance shall not be acceptable.

4. If ShotSpotter fails to submit the required insurance certificate in the manner prescribed in this Agreement to BSO and if not submitted with the executed Agreement, in no event exceed three (3) calendar days after request to submit certificate of insurance, ShotSpotter shall be in default, and the Agreement shall be rescinded. Under such circumstances, ShotSpotter may be prohibited from submitting future solicitations to BSO.

5. ShotSpotter will provide BSO with at least thirty (30) calendar days prior written notice of cancellation, non-renewal, restrictions, or reduction in coverage or limits. Notice shall be sent to:

   Broward Sheriff's Office
   Attn: Purchasing Administration
   2601 W. Broward Blvd.
   Ft. Lauderdale, Florida 33312

6. If ShotSpotter's Insurance policy is a claims made policy, then ShotSpotter shall maintain such Insurance Coverage for a period of five (5) years after the expiration or termination of the Contract or any extensions or renewals of this Agreement. Applicable coverage may be met by keeping the policies in force, or by obtaining an extension of coverage commonly known as a reporting endorsement of tail coverage.

7. If any of ShotSpotter's Insurance policies includes a general aggregate limit and provides that claims investigation or legal defense costs are included in the general aggregate limit, the general aggregate limit that is required shall be no more than five (5) times the occurrence limits specified above in this article.

8. The provisions of this Section J shall survive the expiration or termination of this Agreement.

9. ShotSpotter shall carry the following minimum types of Insurance when services/products are being provided, installation/labor are being provided and any instance where ShotSpotter will be on BSO premises:
   a. Commercial General Liability: ShotSpotter shall carry Commercial General Liability Insurance for all operations including but not limited to Contractual, Products and Completed Operations, Professional Liability and Personal Injury with limits of not less than Two Million ($2,000,000) dollars (aggregate) and One Million ($1,000,000) dollars per occurrence combined single limit for bodily injury and property damage. The insurance policy must include coverage that is no more restrictive than the latest edition of the

commercial general liability policy, without restrictive endorsements as filed by the Insurance Service Office, and the policy must include coverage for premises and/or operations, independent Bidders, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, and personal injury. Personal injury coverage shall include coverage that has the employee and contractual exclusions removed.

b. Worker's Compensation:
   i. Worker's Compensation Insurance is to apply to all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws.
   ii. ShotSpotter shall carry Worker's Compensation Insurance which shall include employers' liability insurance with limits of not less than:
      1. the greater of the Florida statutory minimum or Five Hundred Thousand ($500,000) dollars for each accident,
      2. the greater of the Florida statutory minimum or Five Hundred Thousand ($500,000) dollars for each disease and,
      3. the greater of the Florida statutory minimum or Five Hundred Thousand ($500,000) dollars for aggregate disease.
   iii. Policy(ies) must be endorsed with waiver of subrogation against BSO and Broward County and is limited to the extent any claim is caused by ShotSpotter.

c. Business Automobile Liability Insurance: ShotSpotter shall carry Business Automobile Liability insurance with minimum limits of One Million ($1,000,000) dollars per occurrence, combined single limit Bodily Injury Liability and Property Damage. The policy must be no more restrictive than the latest edition of the Business Automobile Liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include owned vehicles and hired and non-owned vehicles.

d. Umbrella or Excess Liability Insurance: ShotSpotter may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for any of the policies noted above

e. In addition to insurance requirements listed above, this project may require Builder's Risk as a condition precedent to the issuance of any Notice to Proceed, or commencement of any construction. Awarded party shall provide "All Risk" Completed Value from coverage with a deductible not to exceed Ten Thousand ($10,000.00) dollars each claim for all perils, except wind and flood.

f. Professional Liability (Errors and Omissions) Insurance: In the event professional services are being provided, Bidder shall carry Professional Liability coverage that has a per occurrence limit of not less than One Million ($1,000,000) dollars per claim, and an annual aggregate limit of not less than Two Million ($2,000,000) dollars. ShotSpotter shall require its subcontractors and independent contractors to carry these same levels of professional liability insurance. ShotSpotter shall notify BSO's Risk Manager if the reserves against the aggregate reaches One Million ($1,000,000) dollars.

g. Cyber Liability Insurance: If applicable, limits of not less than Three Million ($3,000,000) dollars for each wrongful act, and Three Million ($3,000,000) dollars in the aggregate that provides coverage for: Liability for security or privacy breaches, including loss or unauthorized access to the BSO's data; costs associated with a privacy breach, including consumer notification, customer support and crisis management, and costs of providing credit monitoring services; Expenses related to regulatory compliance, government investigations, fines, fees assessments and penalties; Costs of restoring, updating or replacing data; Privacy liability losses connected to network security, privacy, and media liability; "Insured versus insured" exclusion prohibited.

K. PUBLIC RECORDS

To the extent that ShotSpotter meets the definition of "Contractor" under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, ShotSpotter must comply with public records laws, including the following provisions of Section 119.0701, Florida Statutes:

1. ShotSpotter shall keep and maintain public records required by the Customer to perform the services under this Agreement;

2. Upon request by the Customer, provide the Customer with copies of the requested records, having redacted records in total on in part that are exempt from disclosure by law or allow the records to be inspected or copied within a reasonable time (with provision of a copy of such records to the Customer) on the same terms and conditions that the Customer would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

3. Ensure that records, in part or in total, that are exempt or that are confidential and exempt from disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion (or earlier termination) of the Agreement if ShotSpotter does not transfer the records to the Customer;

4. Upon completion (or earlier termination) of the Agreement, ShotSpotter shall within 30 days after such event either transfer to the Customer, at no cost, all public records in possession of ShotSpotter or keep and maintain the public records in compliance with Chapter 119, Florida Statutes. If ShotSpotter transfers all public records to the Customer upon completion (or earlier termination) of the Agreement, ShotSpotter shall destroy any duplicate records that are exempt or confidential and exempt from public records disclosure requirements. If ShotSpotter keeps and maintains public records upon completion (or earlier termination) of the Agreement, ShotSpotter shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Customer in a format that is compatible with the information technology systems of the Customer.

5. **IF SHOTSPOTTER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SHOTSPOTTER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 2601 WEST BROWARD BLVD., FORT LAUDERDALE, FLORIDA 33312 (954) 831-8745 Erin_Foley@sheriff.org OR THE OFFICE OF GENERAL COUNSEL, BROWARD SHERIFF'S OFFICE, (954) 831-8920**

6. **SHOTSPOTTER ACKNOWLEDGES THAT THE CUSTOMER CANNOT AND WILL NOT PROVIDE LEGAL ADVICE OR BUSINESS ADVICE TO SHOTSPOTTER WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. SHOTSPOTTER FURTHER ACKNOWLEDGES THAT IT WILL NOT RELY ON THE CUSTOMER AS ITS COUNSEL TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE, AND THAT SHOTSPOTTER HAS BEEN ADVISED TO SEEK PROFESSIONAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS AGREEMENT. SHOTSPOTTER ACKNOWLEDGES AND AGREES THAT ITS FAILURE TO COMPLY WITH FLORIDA LAW AND THIS AGREEMENT WITH REGARD TO PUBLIC RECORDS SHALL CONSTITUTE A MATERIAL BREACH OF THIS AGREEMENT AND GROUNDS FOR TERMINATION OF THIS AGREEMENT.**

L. ShotSpotter covenants and agrees that it shall comply with all applicable local, state, and federal governmental laws, statutes, rules and regulations applicable to the performance of the Services under this Agreement.

M. ShotSpotter represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a ShotSpotter, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to Customer, may not submit a bid on a contract with Customer for the construction or repair of a public building or public work, may not submit bids on leases of real property to Customer, may not be awarded or perform work as a ShotSpotter, supplier, subcontractor, or consultant under a contract with Customer, and may not transact any business with Customer in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by Customer pursuant to this Agreement, and may result in debarment from Customer's competitive procurement activities.

N. Notwithstanding any provision herein in this Agreement to the contrary, Customer and the City of Hallandale Beach, Florida does not explicitly or impliedly waive its rights to the privileges, rights, immunities, or limitations of liability provided in Section 768.28, Florida Statutes, or any other statutory limitations provided for in Florida Statutes.

O. Subject to Odebrecht Construction, Inc., v. Prasad, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed,Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation, 715 F.3d 1268 (11th Cir.2013), with regard to the "Cuba Amendment," the ShotSpotter certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2019), as may be amended or revised. The ShotSpotter certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), and that it is not engaged in a boycott of Israel. The Customer may terminate this Agreement at the Customer's option if the ShotSpotter is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2019), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), as may be amended or revised, or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2019), as may be amended or revised.

P. NOTICE

Unless this Agreement expressly provides otherwise or permits it to be given orally, each notice, demand, request, approval, statement, and other communication required or permitted by this Agreement will be valid only if it is (1) in writing (whether or not the applicable provision states that it must be in writing), (2) delivered in person or by telecopy, commercial courier, or first-class, postage prepaid, United States mail (certified or registered), and (3) addressed by the sender to the intended recipient as follows:

If to Customer:

Broward County Sheriff's Office
Attn: Colonel John Hale
2601 West Broward Blvd.
Fort Lauderdale, FL 33312
(954) 321-4895 (Telephone)

With copy to:

Mr Terrence Lynch
General Counsel
Office of the General Counsel
Broward Sheirff's Office
2601 West Broward Blvd.
Fort Lauderdale, FL 33312
(954) 831-8921 (Telephone)

If to ShotSpotter:

Alan Stewart
Chief Financial Officer
ShotSpotter, Inc.
7979 Gateway Blvd., Suite 210
Newark, CA 94560
(858) 442-3238 (Telephone)

A validly given notice, consent, demand, approval, statement, or other communication (other than checks and other forms of payment) will be effective on the earlier of its receipt, if delivered personally or by telecopy or commercial courier, or the fifth (5^{th}) day after it is postmarked by the United States Postal Service, if delivered by postage prepaid, United States mail. Each party promptly shall notify the other party of any change in its mailing address for notices.

Q. WORK AREA

In cases where it may be necessary for ShotSpotter to access and enter private property to accomplish the work to be performed, ShotSpotter is responsible for securing any permission for right of access and entry

to private property as well as for sensor placement on private property from persons authorized to provide such permission. ShotSpotter will provide a premises authorization form to the property manager or owner and notify the Customer Project Manager if assistance is needed in securing such permission.

R. Environmental, Health, and Safety

ShotSpotter shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the work. ShotSpotter shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of ShotSpotter. ShotSpotter shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the work. ShotSpotter agrees to utilize protective devices as required by applicable laws, regulations, and any industry or ShotSpotter's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the work.

S. Standard of Care

ShotSpotter represents that it is qualified to perform the work, that ShotSpotter and its subcontractors possess current, valid state and/or local licenses required to perform the work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

T. Audit Right and Retention of Records

Customer shall have the right to audit the books, records, and accounts of ShotSpotter and ShotSpotter's subcontractors that are related to this Agreement. ShotSpotter shall keep, and ShotSpotter shall cause ShotSpotter's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of ShotSpotter and ShotSpotter's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, ShotSpotter or ShotSpotter's subcontractors, as applicable, shall make same available at no cost to Customer in written form. ShotSpotter and ShotSpotter's subcontractors shall preserve and make available, at reasonable times for examination and audit by Customer at ShotSpotter's premises, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. Customer shall be responsible for its travel expenses

associated with such audit. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by Customer to be applicable to ShotSpotter and ShotSpotter's subcontractors' records, ShotSpotter and ShotSpotter's subcontractors shall comply with all requirements thereof; however, ShotSpotter and ShotSpotter's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for Customer's disallowance and recovery of any payment upon such entry. ShotSpotter shall, by written contract, require ShotSpotter's subcontractors to agree to the requirements and obligations of this Section. The ShotSpotter shall maintain during the term of this Agreement all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement.

U. Conflicts

Neither ShotSpotter nor any of ShotSpotter's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that would create a conflict of interest related to ShotSpotter's performance under this Agreement. ShotSpotter further agrees that none of ShotSpotter's officers or employees shall, during the term of this Agreement, serve as an expert witness against Customer in any legal or administrative proceeding in which he, she, or ShotSpotter is not a party, unless compelled by court process. Further, ShotSpotter agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of Customer in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude ShotSpotter or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding. In the event ShotSpotter is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, ShotSpotter agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as ShotSpotter.

V. E-Verify

In accordance with Florida Statute §448.095, ShotSpotter agrees as follows:

(1) If Shotspotter has employees that are working for it for the performance of this Agreement, ShotSpotter agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. ShotSpotter shall provide to Customer sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement.

(2) In the event that ShotSpotter hires subcontractors to fulfill its obligations under this Agreement, ShotSpotter shall require affidavits as described in Florida Statute §448.095(2) from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. ShotSpotter shall retain a copy of the affidavits for the term of this Agreement and all renewals thereafter and make said affidavits available to the Customer upon Customer's request.

(3) ShotSpotter shall terminate any agreement with any subcontractor if ShoSspotter or Customer has a good faith belief that the subcontractor is in violation of Florida Statute §448.09(1).

(4) The Customer may terminate this Agreement if the Customer has a good faith belief that ShotSpotter is in violation of Florida Statute §448.09(1) or §448.095 and seek the applicable remedies against ShotSpotter as idenfified in §448.095. A contract terminated pursuant to Florida Statute §448.095 is not a breach of contract and shall not be considered as such.

W. Signatory Process

The parties agree for purposes of this Agreement, the Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the parties and delivered to the other parties; it being understood that all parties need not sign the same counterparts. Facsimile and electronic mail copies in "portable document format" (".pdf") form are acceptable and shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, e-mail or digital format shall be deemed to be their original signatures for all purposes

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.

BROWARD COUNTY SHERIFF'S OFFICE	**SHOTSPOTTER, INC.**
Accepted By (Signature)	Accepted By (Signature)
Colonel John Hale Printed Name	Roxanne Lerner Printed Name
Executive Director of the Department of Professional Standards & Investigations Title	Contracts Manager Title
Date Approved as to form and legal Sufficiency subject to execution by the parties:	Date
ByTerrence Lynch General Counsel (Signature)	
Terrence O. Lynch Printed Name	
General Counsel Broward County Sheriff's Office Title	
Date	

Exhibit A

ShotSpotter Proposal No. HALBEFL012921 (Attached at end of document)

EXHIBIT B – SERVICE LEVEL AGREEMENT

ShotSpotter Gunshot Location System®

Reviewed Alert Service Levels

Summary

Under the terms and conditions of the ShotSpotter Services Agreement between ShotSpotter, Inc. ("ShotSpotter") and Customer, ShotSpotter commits to meet or exceed the following Service Level Agreement (SLA) standards as it provides its ShotSpotter Gunshot Location Services[1]:

Service	SLA and Measurement
Gunshot Detection & Location	90% of unsuppressed, outdoor gunfire incidents, using standard, commercially available rounds greater than .25 caliber, inside the Coverage Area will be detected and located within 25 meters of the actual gunshot location.
Reviewed Alerts	90% of gunshot incidents will be reviewed and published in less than 60 seconds.
Service Availability	The ShotSpotter Gunshot Location System service will be available to the Customer 99.9% of the time with online access to ShotSpotter data, excluding scheduled maintenance windows.

Gunshot Detection & Location Performance

ShotSpotter will detect and accurately locate to within 25 meters of the actual gunshot location 90% of unsuppressed, outdoor gunshots fired inside the contracted coverage area using standard, commercially available rounds greater than .25 caliber.

Reviewed Alerts Service

The ShotSpotter real-time Incident Review Center (IRC) will review at least 90% of all gunfire incidents within 60 seconds. This human review is intended to confirm or change the machine classification of the incident type, and, depending on the reviewer's confidence level that the incident is or may be gunfire, and not other gunfire like noises such as construction, will result in an alert ("Reviewed Alert") sent to the Customer's dispatch center, patrol car mobile data terminals (MDT), and officer smartphones (via the ShotSpotter App), based on the following criteria:

[1] See attached "ShotSpotter – Definition of Key Terms" for a complete definition of terms associated with this SLA and further details in the expanded definitions listed below the Summary. The basis for this SLA and performance measurement will be total gunshot incidents as defined by the Definition of Key Terms.

Incident Type	Action
High confidence incident is gunfire	Reviewed Gunfire Alert, (Single Gunshot "SG" or Multiple Gunshots "MG") sent to Customer's dispatch center, patrol car mobile data terminals (MDT), and officer smartphones (via the ShotSpotter App)
Uncertain if incident is gunfire or not	Reviewed Probable Gunfire ("PG") Alert sent to Customer's dispatch center, patrol car MDTs, and officer smartphones
Low confidence incident is gunfire	**No alert** will be sent; incident available for Customer review in the incident history available through Insight

Reviewed Alerts are sent to the Customer's dispatch center, patrol car MDTs, and officer smartphones. Information in a Reviewed Alert will include the following:

- "Dot on the map" with latitude and longitude indicating the location of the incident.
- Parcel address closest to location of the incident.
- When available, additional situational awareness data points may be included, such as:
  - Qualitative data on the type/severity of incident: Fully automatic, High Capacity
  - Other comments (if any)

The ShotSpotter Respond App, and Insight provide the Customer with full and immediate access to incident history including information ShotSpotter uses in its internal review process. This information includes, among other things, the initial incident classification and any reclassifications of an incident, incident audio wave forms, and incident audio files. This data access is available as long as the Customer is under active subscription.

Service Availability

The ShotSpotter Gunshot Location Service[2] will be able to detect gunfire and available to users with online access to ShotSpotter data 99.9% of the time, on a 24x7 by 365 day per year basis, excluding: a) scheduled maintenance periods which will be announced to Customer in advance; b) select holidays; and c) third party network outages beyond ShotSpotter's control.

Customer SLA Credits

Each Service Level measurement shall be determined quarterly, the results of which will be reviewed during the periodic account review meetings with Customer. For each calendar quarter that ShotSpotter

[2] Flex service includes all database, applications, and communications services hosted by ShotSpotter, Inc. at our data center and specifically exclude Customer's internal network or systems or 3rd party communications networks, e.g. Verizon, AT&T or Customer's Internet Service Provider.

does not meet at least two of the three above standards, a fee reduction representing one free week of service (for the affected Coverage Area) for each missed quarter shall be included during a future Customer renewal.

Service Level Exclusions and Modifications

ShotSpotter takes commercially reasonable efforts to maintain Service Levels at all times. However, Service Level performance during New Year's Eve and Independence Day and the 48-hour periods before and after these holidays, are specifically excluded from Service Level standards. During these excluded periods, because of the large amount of fireworks activity, ShotSpotter uses fireworks suppression techniques[3].

The ShotSpotter sensors send incident information to the ShotSpotter cloud via third party cellular, wireless or wired networks. ShotSpotter is not responsible for outages on the third-party networks.

Service Failure Notification

Should ShotSpotter identify any condition (disruption, degradation or failure of network, cloud, servers, sensors etc.) that impacts ShotSpotter's ability to meet the Gunshot Detection & Location standard (above), ShotSpotter will proactively notify the Customer with: a) a brief explanation of the condition; b) how the Customer's service is affected; and c) the approximate timeframe for resolution. ShotSpotter will also notify the Customer once any such condition is resolved.

Customer Responsibilities

The purpose of the Reviewed Alert service is to provide incident data to the Customer, reviewed, analyzed and classified in the manner described above. However, it is the sole responsibility of the Customer to interpret the data provided, and to determine any appropriate follow-up reaction or response, including whether or not to dispatch emergency responder resources based on a Reviewed Alert. ShotSpotter does not assume any obligation, duty or responsibility for reaction, response, or dispatch decisions, which are solely and exclusively the responsibility of Customer, or for the consequences or outcomes of any decisions made or not made by the Customer in reliance, in whole or in part, on any services provided by ShotSpotter.

Customer must inform ShotSpotter when Verified Incidents of gunfire are missed by the ShotSpotter Gunshot Location System in order to properly calculate Performance Rate, as defined below.

Customer is responsible for providing any required workstations, mobile devices and internet access for the Customer's dispatch center, patrol car MDTs, and officer smartphones, or Insight.

---

[3] ShotSpotter will put the ShotSpotter system into "fireworks suppression mode" during this period in order to reduce the non-gunfire incidents required for human classification. ShotSpotter will formally inform the customer prior to the system being placed in fireworks suppression mode and when the mode is disabled. While in fireworks suppression mode, the incident alerts determined to be fireworks are not sent to the reviewer nor the Customer dispatch center, patrol car MDTs, and officer smartphones; however, these non-gunfire incidents will continue to be stored in the database for use if required at a later time.

ShotSpotter – Definition of Key Terms

The ShotSpotter Gunshot Location System will provide data for correct detection and accurate location for ninety percent (90%) of detectable (outdoor, unsuppressed) community gunfire which occurs within a coverage area, the "Coverage Area", provided the measurement is Statistically Significant, as defined below. This performance rate shall be calculated as a percentage as follows:

$$Performance\ Rate = \frac{NumberAccuratelyLocated}{(NumberAccuratelyLocated + NumberNotDetected + NumberMislocated)}$$

where the "*Performance Rate"* is a number expressed as a percentage, "*NumberAccuratelyLocated"* is the number of "Gunfire Incidents" occurring within the Coverage Area during the specified period for which the ShotSpotter produced an Accurate Location, *NumberMislocated* is the number of Verified Incidents (a "Verified Incident" is an incident where Customer has physical or other credible evidence that gunfire took place) for which the ShotSpotter produced an inaccurate location (i.e., a Mislocated Incident), and *NumberNotDetected* is the number of Verified Incidents for which the ShotSpotter failed to report a location at all (i.e., Missed Incidents).

An "Accurate Location" shall mean an incident located by the ShotSpotter to a latitude/longitude coordinate that lies within a 25-meter radius of the confirmed shooters location (25 meters = approximately 82 feet). "Detectable Gunfire" incidents are unsuppressed discharges of ballistic firearms which occur fully outdoors in free space (i.e. not in doorways, vestibules, windows, vehicles, etc.) using standard commercially available rounds of caliber greater than .25.

ShotSpotter Review Period is measured as the period commencing when the Incident Review Center (IRC) receives the alert and the first audio download to the time it is published to the customer

ShotSpotter performance is guaranteed after a "Statistically Significant" set of incidents has been detected in accordance with timeframes set forth herein and following DQV and commercial system acceptance. The ShotSpotter system is designed to detect gunfire which is typically well distributed throughout the Coverage Area; however, performance should not be construed to mean that 90% of gunfire fired at any given location within the Coverage Area will be detected and located within the guaranteed accuracy.

The ShotSpotter Gunshot Location system is not a "point protection" system and is therefore not designed to consistently detect gunfire at every single location within the Coverage Area, but rather to Accurately Locate 90% of the Detectable Incidents in aggregate throughout the entire Coverage Area. There may be certain locations within the Coverage Area where obstacles and ambient noise impede and/or overshadow the propagation of acoustic energy such that locating the origin at those positions is inconsistent or impossible. The Performance Rate calculation is thus specifically tied to the Community Gunfire across the entire Coverage Area.

Statistically Significant shall be defined as measurements and calculations which shall be performed as follows: (a) Across an entire Coverage Area; (b) Aggregating over a period of at least 30 days under weather conditions seasonally normal for the area; and (c) Provided that the total number of gunfire incidents being counted is equal to or greater than: (i) thirty (30) incidents for systems of up to three (3) square miles of Coverage Area, or (ii) ten (10) incidents multiplied by the number of square miles of Coverage Area for systems where one or more Coverage Areas are three (3) square miles or larger.

EXHIBIT C – SAMPLE SYSTEM OPERATIONAL READINESS FORM

The attached System Operational Readiness Form is a sample only. The actual form prepared for the Customer will reference the "Terms and conditions of the Repond Services Agreement between ShotSpotter and Customer dated _____."

SST™

ShotSpotter Flex™ Service Operational Readiness and Customer Acceptance Form

Customer Agency Name

What is Service Operational Readiness?

ShotSpotter is operationally ready to "Go Live" on completion of the following deliverables. This checklist is provided to ensure that the SST Project Manager, SST Customer Success Manager, and the Customer Program Manager have reviewed and agreed on the satisfactory completion of those deliverables. If a specific deliverable is not applicable to the customer's ShotSpotter service, "N/A" will be marked in the acknowledgement box(es).

Upon completion of all deliverables, the customer will be asked to provide acknowledgment of final service acceptance. ShotSpotter service will Go Live on customer acceptance.

#	Deliverable	SST Acknowledge	Customer Acknowledge
1	Sensors installed and fully functional	X	
2	Flex hosted services provisioned with customer GIS parcel/address maps, beats and districts, if available, connected to sensor network, and verified operational end to end	X	
3	Notification Engine (NE) interface enabled for customers applications, such as CAD or video management, if applicable	N/A	
4	Deployment Quality Validation (DQV) live fire benchmarking test performed	Note 1	
5	Client software installed on customers workstations and mobile devices (e.g. PSAP, call centers, patrol, investigation, crime analysis, etc.), user accounts established, and network communications confirmed to required Flex hosts	X	
6	Customer has received Strategic Program Development and Best Practices training	X	
7	Customer call takers, dispatchers, and patrol have received ShotSpotter Dispatch or Respond App and tactical operations training	X	
8	Customer investigators, detectives, crime analysts, and command staff have received Flex Investigator Portal, tactical and strategic operations training	X	
9	Customer Program Manager or Super User has received ShotSpotter Admin Portal training	X	
10	SST Customer Support and Incident Review Center operationally ready. Customer briefed on Support services, access, hours of operation.	X	

Notes:

1. Note 1 here.
2. Note 2 here.

Witness the authorized signatures below, indicating the ShotSpotter Flex service covering [xx square miles of Coverage Area Name] has been delivered and handed over to Customer and Customer has accepted the service as delivered and is ready to begin live operation, subject to ShotSpotter Flex™ Standard Terms & Conditions. ShotSpotter service start date will be [Date], pursuant to the Customer's signature and acceptance below.

SST Project Manager:	SST Customer Success Manager:	Customer Representative:
Name (Please Print)	Name (Please Print)	Name (Please Print)
Signature Date	Signature Date	Signature Date

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EXHIBIT D – SAMPLE FLORIDA BUSINESS RECORDS CERTIFICATION FORM

CERTIFICATION OF BUSINESS RECORDS
(Florida Statutes §90.803(6)(c)and §90.902(11))

I, _____ (NAME OF CUSTODIAN), hereby certify that I am a custodian of records of _____
(OFFICIAL BUSINESS NAME)
located at _____
(BUSINESS ADDRESS)

Pursuant to sections 90.803(6) and 90.902(11), Florida Statutes, I hereby certify the following:

1. As part of my regular duties, I maintain custody and control of the original records of _____ (NAME OF BUSINESS);
2. The attached documents consisting of _____ (NUMBER OF PAGES) pages are a true and accurate copy of the original memorandums, reports, records, data compilations or other business records maintained by _____ (NAME OF BUSINESS);
3. The attached documents consist of the following business records (Please be as specific as possible): _____
4. All the attached business records were made at or near the time of the occurrence of the matters set forth by, or from information transmitted by, a person having knowledge of those matters;
5. All the attached business records are kept in the course of the regularly conducted activities of _____ (NAME OF BUSINESS);
6. All the attached business records were made as a regular practice in the course of the regularly conducted activities of _____ (NAME OF BUSINESS).

STATE OF_____)

COUNTY OF_____)

PERSONALLY APPEARED before me, the undersigned authority, _____ (NAME OF AFFIANT), being duly sworn, says that the allegations of fact as set forth in the above Affidavit are true.

_____
SIGNATURE OF AFFIANT

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 2_____.

_____(SIGNATURE)

Notary Public, State of _____ at Large

_____
Print, Type, or Stamp Commission of Notary Public

Personally known _____ OR Produced Identification _____

Type of Identification Produced _____

ShotSpotter®

Detect · Protect · Connect

Price Proposal for Subscription-Based Gunshot Detection, Location, and Forensic Analysis Service for the City of Hallandale Beach, Florida

January 29, 2021

Proposal ID: HALBEFL012921

Submitted by: Jason Silva – Account Executive, Western Region
510.513.3921 mobile
650.877.2106 fax
jsilva@shotspotter.com

ShotSpotter, Inc.
7979 Gateway Boulevard, Suite 210
Newark, California 94560
888.274.6877
www.shotspotter.com

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Executive Summary

Introduction

ShotSpotter is pleased to present this proposal to the Hallandale Beach Police Department. The proposed ShotSpotter Respond solution is designed to identify, locate, and track active gunfire, and will support the Department's efforts to more effectively respond to and investigate gunfire incidents. The proposed solution is deployed across the country, serving agencies of all sizes that are committed to leveraging our real-time gunfire intelligence to reduce gun violence and build community trust.

The ShotSpotter gunshot detection, alert, and analysis services provide what would be otherwise unobtainable, critical real-time gunfire intelligence. The core capabilities of the ShotSpotter solution are:

- **DETECT** – ShotSpotter detects and locates gunfire incidents enabling a fast, precise response to over 90% of shooting incidents within the targeted areas. This has a powerful deterrent effect and disrupts the gun violence cycle.

- **PROTECT** – ShotSpotter helps to protect officers by providing them with comprehensive data on the actual amount of gunfire activity that occurs in the neighborhoods they patrol and provides critical situational awareness when responding to specific incidents.

- **CONNECT** – By applying community policing-oriented best practices, ShotSpotter provides a unique opportunity for law enforcement agencies to connect with vulnerable communities. Rapid response to gunfire incidents in communities that have been most impacted by gun violence builds positive attitudes towards law enforcement and leads to more constructive engagements and cooperation.

ShotSpotter has become an indispensable crime-fighting tool for these agencies, in light of the community dynamics that fuel gun violence and the well-documented challenges of relying solely on 9-1-1 calls for service:

- **Under-reporting of persistent gunfire:** Nationwide, on average, less than 20% of gunfire incidents are reported to 9-1-1. Why don't residents call? The answer is complex, but typically involves the following concerns:
    - Recognition: "Was that gunfire, fireworks, or something else?"
    - Retaliation: "If they find out I called, will they come after me?"
    - Resignation: "No one came the last time I called…"

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Without ShotSpotter, most law enforcement agencies are working with an 80% to 90% deficiency in their gun violence-related intelligence.

- **Late and inaccurate information:** When a citizen reports a gunfire incident, the 9-1-1 call typically comes several minutes after the event has occurred, and, based on analysis, the location provided is usually mislocated by 750 feet (on average). As a result, valuable time and resources are wasted trying to locate the incident, greatly diminishing the opportunity to identify suspects and witnesses, recover evidence, and, most important, render life-saving aid to victims.

The ability to receive near real-time gunfire intelligence data provides law enforcement agencies with a critical advantage in their efforts to reduce and prevent gun violence and improve officer safety. Specific results include:

- Officers can more quickly and more accurately go directly to the scene of the shooting
- Situational awareness is vastly improved over what is available when relying solely on the 9-1-1 system
- Law enforcement has a better chance of arriving before the shooter has left the scene
- Officers are much more likely to find evidence in the form of shell casings (which, in conjunction with NIBIN/IBIS, provide valuable investigative leads) and/or other ground truth that can aid in the investigation
- Officers are more likely to find witnesses who may have information that can aid in the investigation
- Community engagement is heightened, which often translates into more information from the community (e.g., tip lines, field interviews, etc.)
- Targeted enforcement (precision policing) is enhanced
- More court-admissible and scientifically sound forensic evidence is available to strengthen prosecutions of the worst offenders

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How it Works

Based on an analysis of known gunfire-related crimes, the ShotSpotter team designs and deploys networked sensors within the targeted coverage area. These acoustic arrays detect and locate gunshot activity within the coverage area and report that information to ShotSpotter's Incident Review Center (IRC) which is staffed 24/7/365 by highly trained acoustic experts. ShotSpotter uses a two-factor incident review process to minimize false alerts. The first tier is performed by sophisticated AI software. Once the software has performed an initial review and filtered out any incidents that are determined not to be gunfire (e.g., helicopter noise, fireworks, etc.), the data is received at our IRC.

The IRC review process is performed by a team of highly trained acoustic experts. In addition to examination of the incident audio, the review process involves examination of visual characteristics of the detected pulses and the incident, such as the number of participating sensors, the wave form, pulse alignment, and the direction of sound. The IRC review results in publishing (Gunshot or Probable Gunshot) or dismissal (Non-Gunshot) of the incident with a high level of precision. If the reviewer classifies the incident as a gunshot, the reviewer sends an alert, including location information and an audio snippet, to law enforcement agencies via a password-protected application on a mobile phone, in-car laptop, or computer. In addition to the dot on the map and audio, ShotSpotter provides details such as number of shots fired, whether multiple shooters are involved, and whether high-capacity and/or fully automatic weapons are being used. This entire process (i.e., recording the impulsive sound, two-factor review, and publishing alerts to authorized users) is designed to take 60 seconds (but is often completed within 25 to 30 seconds).

ShotSpotter customers receive a contextually rich, detailed gunfire alert that enables a fast, precise, and safer response to gunfire incidents. In addition, ShotSpotter alerts can also trigger other technology platforms such as cameras that can pan and zoom in the direction of an event. ShotSpotter has also successfully integrated with a wide range of third-party applications such as CAD, RMS, License Plate Readers, drones, and other applications.

We appreciate your consideration of our proposal. ShotSpotter is committed to your success and we look forward to partnering with you to make ShotSpotter a key component of your efforts to reduce gun crime in the City of Hallandale Beach.

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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 nearly 750 square miles operational; more than 14 million incidents reviewed; and 34 issued patents. ShotSpotter is a publicly traded corporation (NASDAQ: SSTI) with approximately 100 full-time employees and is headquartered in Newark, 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 by 100 cities. Other product offerings include:

- 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 Connect™ (formerly Missions™), which uses artificial intelligence-driven analysis to help strategically plan patrol missions and tactics for maximum crime deterrence
- 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.

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Proposed Coverage Area

ShotSpotter systems are deployed to provide coverage for a specified area, bounded by a specific coverage area perimeter. ShotSpotter will design the coverage area based upon the Department's requirements and based upon analysis of historical crime data. The area delineated by a red boundary in the image below is a rough estimate of the recommended coverage area. The precise size of the area (i.e., in square miles) can only be verified with actual acoustic propagation information; therefore, the final coverage area may vary. ShotSpotter will perform this verification during the installation process.

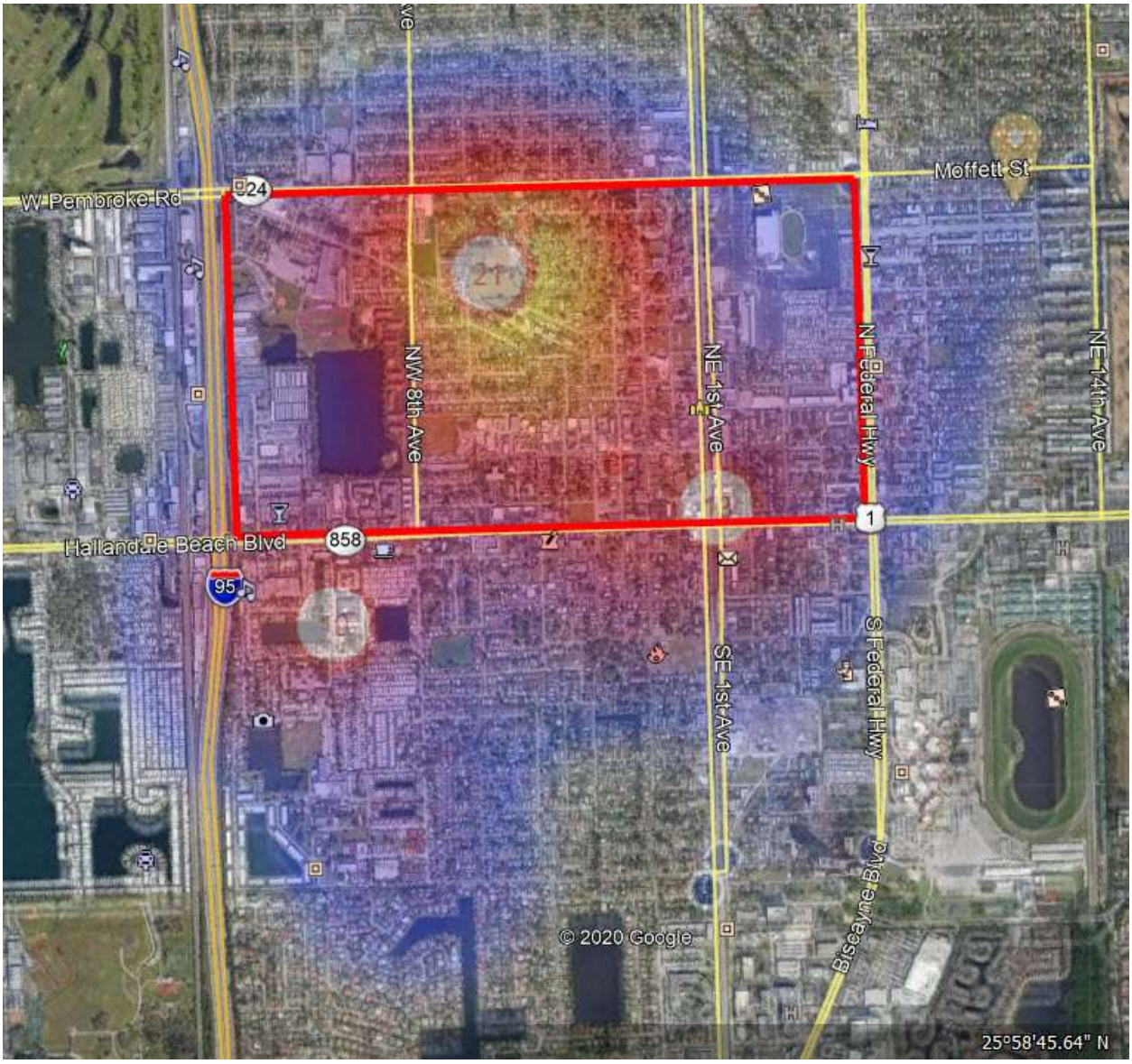

Figure 1: Proposed ShotSpotter Coverage Area = 1 square mile

ShotSpotter Respond Service Overview

ShotSpotter helps law enforcement agencies by directing resources to the precise location of more than 90% of gunfire incidents. ShotSpotter rapidly notifies first responders of shootings via dispatch centers, in-vehicle computers, and smart phones. Instant alerts enable first responders to aid victims, collect evidence, and identify witnesses. ShotSpotter's actionable intelligence can then be used to prevent future crimes by positioning law enforcement when and where crime is likely to occur. ShotSpotter gunshot detection and location services are delivered as an easily implemented Software as a Service (SaaS) solution, with no requirement for customer investment in or maintenance of expensive hardware or software. ShotSpotter hosts, secures, monitors, and maintains the ShotSpotter infrastructure. Contracts are based on an affordable one-year or multi-year subscription agreement, and the subscription includes unlimited licenses for the proposed ShotSpotter applications.

ShotSpotter Dispatch™ and ShotSpotter Respond™ Applications

The ShotSpotter Dispatch and ShotSpotter Respond applications are used by Call Takers, Dispatchers, and Patrol Officers in the field. Real-time notifications of gunfire incidents are delivered to these apps and include the following data:

- Incident location (dot on the map)
- Type of gunfire (single round, multiple round)
- Unique identification number
- Date and time of the muzzle blast (trigger time)
- Nearest address of the gunfire location
- Number of shots
- District identification
- Beat identification

Figure 2: ShotSpotter Dispatch App

A ShotSpotter analyst may add other contextual information such as the possibility of multiple shooters, high capacity weapons, full-automatic weapons, and the shooter's location related to a building (front yard, back yard, street, etc.). The report also includes an audit trail of the time the alert was published, acknowledged, and closed at the customer facility. All notes entered by Call Takers and Dispatchers added to the alert are time- and date-stamped with the operator's ID. For Patrol Officers, the alert includes an audio snippet of the incident.

Figure 3: ShotSpotter Respond App

ShotSpotter Insight™

ShotSpotter Insight™ enables customers to explore details about prior gunshot incidents in their ShotSpotter coverage area and use the data for investigation and analysis. Crime analysts, investigators, and command staff can view, filter, sort, report, and transform historical gunshot data into meaningful insights, ultimately informing strategies for reducing gun violence.

Insight enables users to find and identify the incidents using an extensive array of filters for date, time, location, keywords, single vs. multiple gunshots, patrol areas, as well as shapes drawn on the map. The shape filters narrow a search for shooting incidents within a radius of a known address, across several blocks, or look for and monitor activity on both sides of a jurisdictional border. Saved reports retain common filter settings for quick retrieval (e.g. "District 4 Gunfire – Last 28 days").

Figure 4: ShotSpotter Insight App

Insight shows how a shooting event unfolded by watching a shot-by-shot animation that details the location and sequence of each shot. The software also highlights other nearby incidents that may be potentially related based on its relative distance and time of occurrence.
Insight comes with a set of reports that make it easy to share incident data throughout an agency:

- The Investigative Lead Summary report give details of a shooting incident including audio, location, sequence, and timing of each shot fired. This report is often used to share incident audio and details with colleagues, aid investigators with collecting evidence at the scene of a shooting and conducting better interviews of witnesses, suspects, and victims, or attach to a case file.

- The Multi-Incident report provides a summary of shooting incidents broken out by single, multiple, and probable gunshot incidents as well as any non-gunfire incidents if they were included in the search. The summary is followed by details for each incident including the date, time, location, number of rounds, CAD ID, Respond ID, and other details.

For custom ad hoc reporting and analysis, Insight can export incident data to other off-the-shelf products such as Microsoft Excel, Tableau, Google Earth, ArcGIS, and other tools.

Mobile Alerts

Real-time gunfire alert data can be delivered to smart phones and smart watches via the Respond smartphone application, available for use on iPhones and Android platforms. The gunfire location is displayed as a dot on a map, and the data also includes the number of rounds fired and access to the incident audio.

Figure 5: Smart Watch Notification

Figure 6: ShotSpotter Respond App Smartphone Notification

Notifications API (Optional)

The ShotSpotter Notifications API (available as a separately priced option) allows client applications to receive accurate, timely details about ShotSpotter gunfire alerts, including precise latitude and longitude (geolocation), GPS-synchronized timestamps, incident audio, and situational context provided by the 24x7x365 ShotSpotter Incident Review Center. Typical integrations include:

- Video Management Systems (VMS)
- Computer-Aided Dispatch (CAD) systems
- Records Management Systems (RMS)
- Automated License Plate Readers (ALPRs)
- Crime analysis and statistics packages (including COMPSTAT software)

Each Notifications API license pack is available for an annual subscription fee that includes:

- Up to three (3) interfaces
- Establishing an instance of the API for the Department on ShotSpotter-hosted servers
- Consulting with the Department and third parties to ensure the API operates according to the API specifications
- 24x7 alerts to up to three third-party interfaces
- Supporting the third party and Department as systems are upgraded

Additional API licenses can be purchased in packs of three interfaces.

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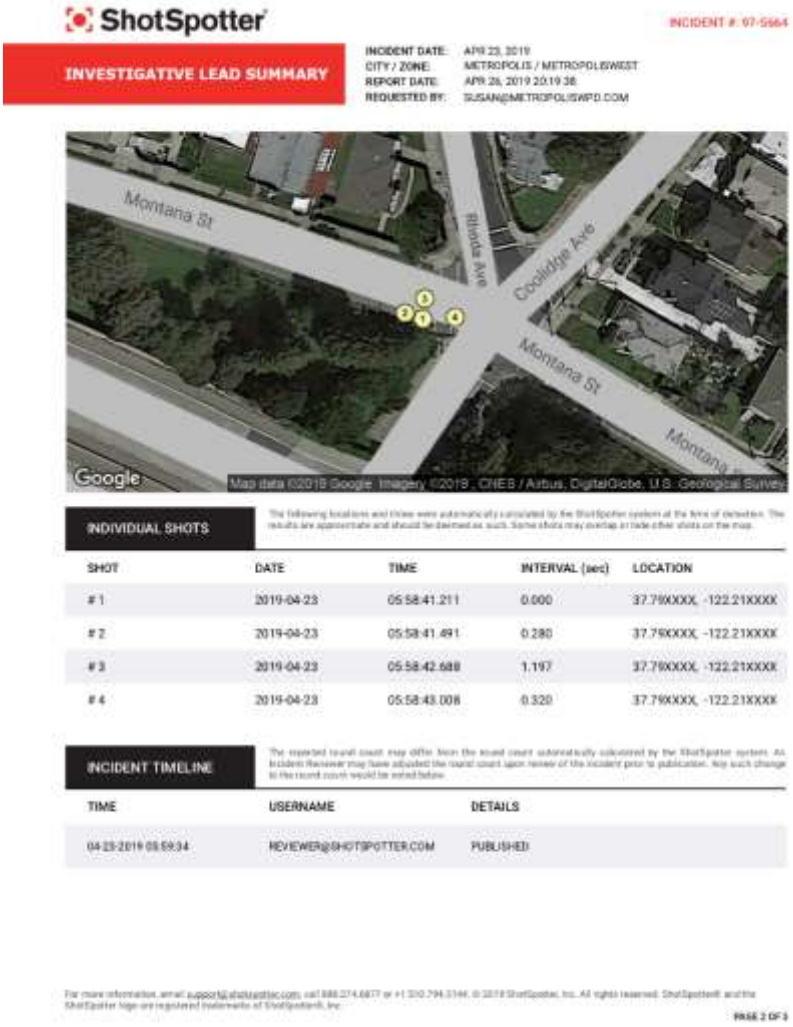
Investigative Lead Summary

ShotSpotter recently introduced a new, on-demand report available through the ShotSpotter Respond application. The Investigative Lead Summary (ILS) provides useful details about the 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 through a single click of a button within the mobile, web, or desktop ShotSpotter Respond application.

The ILS will fulfill the majority of law enforcement agency needs, particularly in situations where a report is not intended for presentation to court (since the ILS report is electronically produced, it is not court admissible).


ShotSpotter

INVESTIGATIVE LEAD SUMMARY

INCIDENT #: 97-5664

INCIDENT DATE: APR 23, 2019
CITY / ZONE: METROPOLIS / METROPOLISWEST
REPORT DATE: APR 26, 2019 20:19:38
REQUESTED BY: SUSAN@METROPOLISWPD.COM

INDIVIDUAL SHOTS

SHOT	DATE	TIME	INTERVAL (sec)	LOCATION
# 1	2019-04-23	05:58:41.211	0.000	37.79XXXX, -122.21XXXX
# 2	2019-04-23	05:58:41.491	0.280	37.79XXXX, -122.21XXXX
# 3	2019-04-23	05:58:42.688	1.197	37.79XXXX, -122.21XXXX
# 4	2019-04-23	05:58:43.008	0.320	37.79XXXX, -122.21XXXX

INCIDENT TIMELINE

TIME	USERNAME	DETAILS
04-23-2019 05:59:34	REVIEWER@SHOTSPOTTER.COM	PUBLISHED

PAGE 2 OF 3

Figure 7: ShotSpotter Investigative Lead Summary (ILS)

Detailed Forensic Reports and Expert Witness Testimony

In nearly all the criminal proceedings in which our experts have been called to testify, ShotSpotter has produced detailed, round-by-round analysis of the timing and location of the shots fired by one or more weapons. To the best of our knowledge, no other acoustic-based gunshot detection system has been accepted in a court of law as providing this kind of forensic evidence.

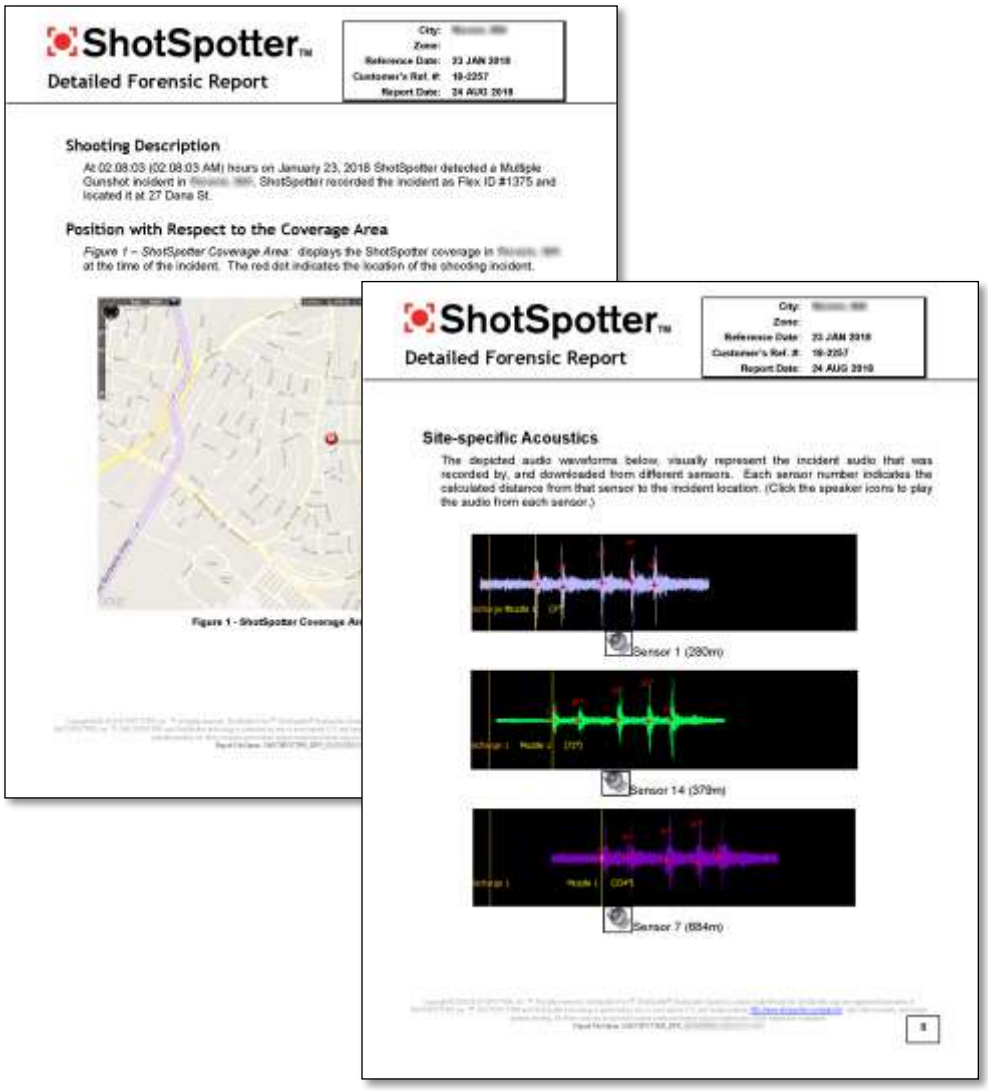


Figure 8: ShotSpotter Detailed Forensic Report (DFR)

ShotSpotter data supports detailed forensic analysis of gunfire incidents, including:

- Weapon type (e.g., automatic vs. semi-automatic)
- Number of rounds fired
- Possibility of multiple shooters

Unlike the ILS, the DFR is a court-admissible document prepared by our forensic engineers. The DFR is intended to be used by attorneys as part of a court case for the exact, verified timing, sequence and location of each shot fired. Secondarily, DFRs are available for use by law enforcement to obtain search warrants or to investigate Officer Involved Shootings. DFRs are available upon written request, and our goal is to deliver all DFRs within ten business days of the request.

To support prosecutions, audio snippets provide powerful demonstrative evidence to prosecutors and allow jurors to gain a deeper understanding of the victims' experience of the incident. For prosecutors who wish to have a ShotSpotter expert witness testify regarding a DFR, to help interpret and clarify crime scene activity derived from ShotSpotter data, or provide other forensic consultation services, these services are available for an hourly fee.

In 17 states and in the District of Columbia, ShotSpotter evidence and ShotSpotter expert witness testimony have been successfully admitted in over 100 court cases. ShotSpotter forensic evidence has prevailed in nine Frye challenges, including four in California, and five Daubert challenges throughout the United States.

Onboarding Services

Concurrent with the sensor design and deployment activities, ShotSpotter will provide a series of onboarding services to prepare the Police Department to maximize the value of the ShotSpotter service. These standard onboarding steps will be refined to best serve the Department team and ShotSpotter users. ShotSpotter onboarding services are designed to:

- Ensure successful ShotSpotter activation (go-live)
- Ensure full utilization of the features and functions available with the ShotSpotter service
- Ensure that the Department's Best Practices are refined, as needed, to respond most effectively to the gun crime intelligence data being delivered for the coverage area
- Track and monitor the efficacy of the ShotSpotter service

ShotSpotter has assembled a Customer Success Team of professionals with more than 100 years of combined law enforcement experience. The mission of this team of Consultants, Trainers, and Analysts is to maximize customer success with the ShotSpotter service. 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 tools and services available with the ShotSpotter solution. The following provides a high-level overview of ShotSpotter's standard Customer Onboarding Services, which will be tailored to support the Department:

Getting Started

Prior to contract execution, a ShotSpotter Customer Success Director will work with the Department's project team to plan the onboarding process, beginning with an onsite Customer Kick-Off Meeting with all stakeholders. The teams will review the program objectives, lay out the key implementation steps, agree on a targeted activation date (go-live), and establish a protocol for ongoing communication throughout the onboarding process. ShotSpotter will schedule biweekly status calls with the Department's Program Manager and other project leaders to maintain regular communication throughout the implementation process.

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 a series of Best Practices sessions. These sessions will assist the Department in establishing response protocols and procedures to manage the gunshot alerts and gun crime intelligence data that will be provided upon activation of the ShotSpotter service. ShotSpotter will customize and conduct these sessions for each of the following groups of users involved in the gun violence reduction program in the targeted coverage area:

- Program Management
- Dispatch/Communications
- Field Operations/Patrol
- Investigations
- Prosecution
- Intelligence & Crime Analysis

User Training

ShotSpotter will assign a Customer Success Director to the Department to ensure that 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. In preparation for the planned cutovers, ShotSpotter will assign a Trainer to the Department to train each group of users on the ShotSpotter applications, including Respond, Dispatch, ShotSpotter Administrative Portal, and ShotSpotter Insight. The Trainer will conduct a Training Orientation with the Department's Program Manager to ensure all users are properly trained on the relevant applications. ShotSpotter's Trainer will work with the Department to tailor a training program that addresses the unique needs and/or scheduling constraints of the Department users. The training will be performed through a combination of remote instructor-led live training, train-the-trainer, and on-line recorded computer-based training.

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Agency Metrics/KPIs (Key Performance Indicators)

ShotSpotter Customer Success team members, led by the assigned Customer Success Director, will work with the Department's Program Manager and Command staff to review, define, and adopt a set of agency metrics, or Key Performance Indicators (KPIs), to establish and monitor the efficacy of the ShotSpotter service and related agency Best Practices. It is important to ensure that the agency and all stakeholders have visibility (and routines in place) to track the program metrics or KPIs needed to monitor the status of the program and to make informed decisions regarding resources, response protocols, and the best practices to drive success.

Onsite Support During Service Activation (Go-Live)

On the day of ShotSpotter service activation to a live production status, ShotSpotter's Customer Success Director will be on site to ensure that the transition is smooth, that the established best practices are being implemented as planned, and that user questions are answered quickly. Prior to cutover, ShotSpotter team will facilitate an introduction to the ShotSpotter Support organization to review the support process and introduce the designated Technical Support Engineer to the Department. Following system activation, the designated Technical Support Engineer will facilitate a series of Status Calls with the Department to review the performance of the service. The Customer Success Director will continue to work with the Department to review and results being achieved by each group of users involved in the gun violence reduction program.

Ongoing Customer Support

As an ongoing service, the Customer Support organization will publish a monthly Scorecard to the Department to communicate details on system performance and our service including the number of Gunshot Alerts, Misses, Mislocated Incidents, Misclassified Incidents, and other useful metrics. This report will be reviewed by the designated Technical Support Engineer on a monthly basis and any and all concerns will be discussed and addressed.

ShotSpotter standard customer support includes 24/7 assistance with user accounts, software interface, tools, features, incident (re)classification, and review. Tier 1 Support is provided by our Incident Review Center (IRC). IRC staff have extensive experience with ShotSpotter applications and provide real-time support of basic issues, and first level of support for information gathering and triage for advanced troubleshooting by Tier 2 Support. The Tier 2 Support Team comprises technically advanced, experienced Customer Support professionals who are responsible for advanced levels of troubleshooting and analysis, IT Support, mapping issues, etc.

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Support Level	Tier 1 Support (IRC)	Tier 2 Support (Customer Support)
Features	• Login support • Report a misclassification • Report a missed incident • Report a mislocated incident • Basic audio request • General/application questions • Request for ILS	Normal Support: • Analysis of missed gunshots • Detailed audio search • Performance analysis • Integration issues Critical Support: • System outage
Hours of Operation	24x7x365	Normal Support: 5 am – 11 pm Pacific Time Zone Escalation: 24x7x365

Customer References

ShotSpotter has 100 customers covering more than 750 square miles. ShotSpotter is the leader in the development and deployment of wide area acoustic gunshot detection and location systems. Today, ShotSpotter provides gunshot detection and location services to law enforcement agencies across the country. Among these are:

- Lake Park, FL
- Miami Gardens, FL
- Riviera Beach, FL
- Tampa, FL
- Fort Myers, FL
- Miami, FL
- Savannah, GA
- Jackson, TN
- Newport News, VA
- Washington DC

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Pricing

ShotSpotter systems are deployed to provide coverage for a specified area. The pricing presented below assumes a simplified design for the proposed ShotSpotter coverage area, one that targets the City's highest crime area, while avoiding a highly customized coverage area. ShotSpotter will locate the proposed one square mile coverage area based upon the Police Department's requirements. ShotSpotter will collaborate with Police Department stakeholders to determine the final coverage area location and related boundaries.

Hallandale Beach Coverage Area

Contract Term	Coverage Area Size	One-Time Service Startup Fees (Initiation & Onboarding)	Annual Subscription Fees	Total
1 Year	1 mi^2	Included	$49,500	**$49,500**

Forensic Consultation Services

Forensic Consultation Service Fee (Expert Witness Services)	$350/hour

Expert Witness Testimony Services are available upon request and billed separately at the above rate.

Optional Additional Services

Interface License

Notifications API License Pack	$9,500/year

- Recurring annual subscription fee
- Includes up to three interfaces
- Does not include costs required from other vendors to implement or support the planned interfaces

Payment Terms

Payment for the service initiation, onboarding, and subscription shall be as follows:

One-Year Payment Terms

- 50% of fees due upon execution of agreement ($24,750)
- 50% of fees due upon ShotSpotter activation (live) status ($24,750)

Expert Witness Testimony Services are available upon request and billed separately at the above rate.

Pricing Assumptions

This pricing is submitted based on the following assumptions:

- This pricing assumes that the services will be delivered under the terms of the ShotSpotter Respond Services Agreement to which this Proposal will be attached as Exhibit A.
- This pricing does not include any state or local taxes; if taxes are applicable, we will be happy to provide an amended price quotation upon request.
- This pricing remains valid for ninety days from the date of this proposal.
- The pricing assumes that the Department will provision network access to meet ShotSpotter minimum specifications and requirements for all computers (PCs and MDCs) that will access the ShotSpotter service.

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