# SECOND AMENDATORY AGREEMENT

**THIS SECOND AMENDATORY AGREEMENT** by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City"), and **SHOTSPOTTER, INC.**, a Delaware corporation, registered to do business in Colorado, whose address is 7979 Gateway Blvd., Suite 210, Newark, CA 94560 (the "Contractor" also "ShotSpotter," "we," "us," or "our").

## WITNESSETH:

**WHEREAS**, the Parties entered into an Agreement dated December 10, 2015 and a First Amendatory Agreement dated April 12, 2017 (the "Agreement"), relating to a subscription to the ShotSpotter Flex System which detects loud impulsive incidents, classifies them as gunfire, fireworks, or other, and sends them to the SST Incident Review Center; and

**WHEREAS**, the Parties wish to amend the Agreement to expand the scope of coverage and increase the compensation to the Contractor.

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

**1.** Article 1 of the Agreement entitled "<u>SERVICES TO BE PERFORMED</u>" is amended to read as follows:

> **1. "<u>SERVICES TO BE PERFORMED</u>:** Contractor, under the general direction of, and in coordination with, the City's Manager of Safety or other designated supervisory personnel (the "Manager") agrees to perform and deliver the services described on **Attachments 1, 2 and 3** (the "Statement of Work" or "SOW") and to expand the current coverage to include **Attachment 4**."

**2.** Article (D)(i) entitled "Maximum Contract Amount" is amended to read as follows:

> "**4.** <u>COMPENSATION AND PAYMENT</u>:
>
> "**D.** <u>Maximum Contract Liability</u>:
> (i) Any other provision of this Agreement notwithstanding, in no event shall the City be liable for payment for services rendered and expenses incurred by Contractor under the terms of this Agreement for any amount in excess of the sum of **ONE MILLION NINE HUNDRED SIXTY-FOUR THOUSAND NINE HUNDRED AND NINE DOLLARS AND 00/100 CENT ($1,964,909.00)**. Contractor acknowledges that any work performed by the Contractor beyond that specifically authorized by the City is performed at

Contractor's risk and without authorization under this Agreement."

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

**EXHIBITS**
**Attachment 4-Final Price Agreement**

**[SIGNATURE PAGES FOLLOW]**

**Contract Control Number:**

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

SEAL                                                    **CITY AND COUNTY OF DENVER**

ATTEST:

By_____

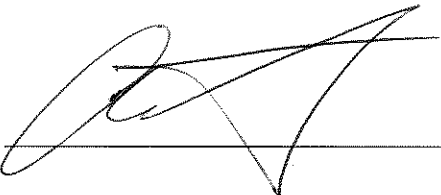_____

APPROVED AS TO FORM:                    REGISTERED AND COUNTERSIGNED:

By_____

By_____

By_____

**Contract Control Number:**     POLIC-201525310-02

**Contractor Name:**     SHOTSPOTTER INC

By: _____

Name: ___Alan R. Stewart_____
(please print)

Title: ___CFO_____
(please print)

**ATTEST: [if required]**

By: _____

Name: ___Sonya Strickler_____
(please print)

Title: ___VP Finance Controller_____
(please print)

**SST**™
DETECT • PROTECT • CONNECT

confidential

FINAL PRICE AGREEMENT

TO EXPAND SUBSCRIPTION-BASED

SHOTSPOTTER® FLEX™ GUNFIRE LOCATION,

ALERT AND ANALYSIS SERVICE FOR

CITY OF DENVER, COLORADO

**ShotSpotter Flex**

**DETECT • PROTECT • CONNECT**

**Final Price Agreement to Expand Subscription-Based
ShotSpotter® Flex™ Gunfire Location, Alert and Analysis Service
in the East Colfax area of District 2**

| | |
|---|---|
| **Customer:** | **City of Denver, Colorado** |
| **Proposal ID:** | **DENCO12182017** |
| **Date:** | **December 18, 2017** |
| **Submitted by:** | **Lydia Barrett, Director – West Region** |
| | **+1.650.833.9534 mobile** |
| | **+1.650.887.2106 fax** |
| | **lbarrett@ShotSpotter.com** |

SST, Inc.
7979 Gateway Blvd, Suite 210
Newark, California 94560
+1.888.274.6877
info@ShotSpotter.com
www.ShotSpotter.com

## Additional Services & Support

SST, Inc. ShotSpotter Flex subscription service offering includes the following:

**Coverage Area Details:**

- Coverage area footprint is determined by customer's needs and requirements.
- SST hosts, secures, monitors and maintains all infrastructure.
- Qualified, reviewed and analyzed gunfire alerts verified by SST acoustic analysts.
- Allocation of Alert Consoles, dispatcher or mobile, is configured at the discretion of the customer.

**Data Retention:**

- SST guarantees 2 years of alert/incident history (additional years at a fee).
- Stored gunfire incidents and a complete summary report of gunfire and fireworks activity is available for analysis.
    - High-level Summary and Basic Incident Reports
    - Detailed Forensic Reports

**Training:**

- Comprehensive Onboarding Program tailored to customer's needs.
- Customers are eligible for an in-person training program which include the following:
    - Best Practices
    - Recommended Training, Tactics, and Procedures (TTPs)
    - End-user documentation
    - Administrator training
    - Online end-user training

**Support:**

- Standard customer support includes 24/7 assistance with user account, software interface, tools, features, incident (re)classification and review.
- Investigative and consultative support for gunfire incidents, forensic reports, expert witness services, and integration services.

**ShotSpotter Flex**

DETECT • PROTECT • CONNECT

**Customer Requirements:**

• Provision network access required to meet SST minimum specifications and requirements (ref "Host and Services Required to Use ShotSpotter Flex Clients" SST FED-72-01) for all computers (PC and MDC) which will access the ShotSpotter Flex Service.
• Run the SST System Profiler (a web-based analyzer) to verify system configuration and network access required for each computer (PC or MDC) which will access the ShotSpotter Flex service.

## Coverage Area

Systems are deployed to provide a dome of coverage for a specified area. The area is bounded by a specific coverage area perimeter. The area to be covered is shown in the map image below, with the coverage area denoted by a shaded polygon. The map and the coverage boundaries were provided by the City. The area outlined in the image is a rough estimate of the recommended coverage area and may not be exact. The precise size of the area (e.g., in square miles or square kilometers) can only be verified with actual acoustic propagation information. This verification can only be accomplished during the installation process, therefore the shape may vary.
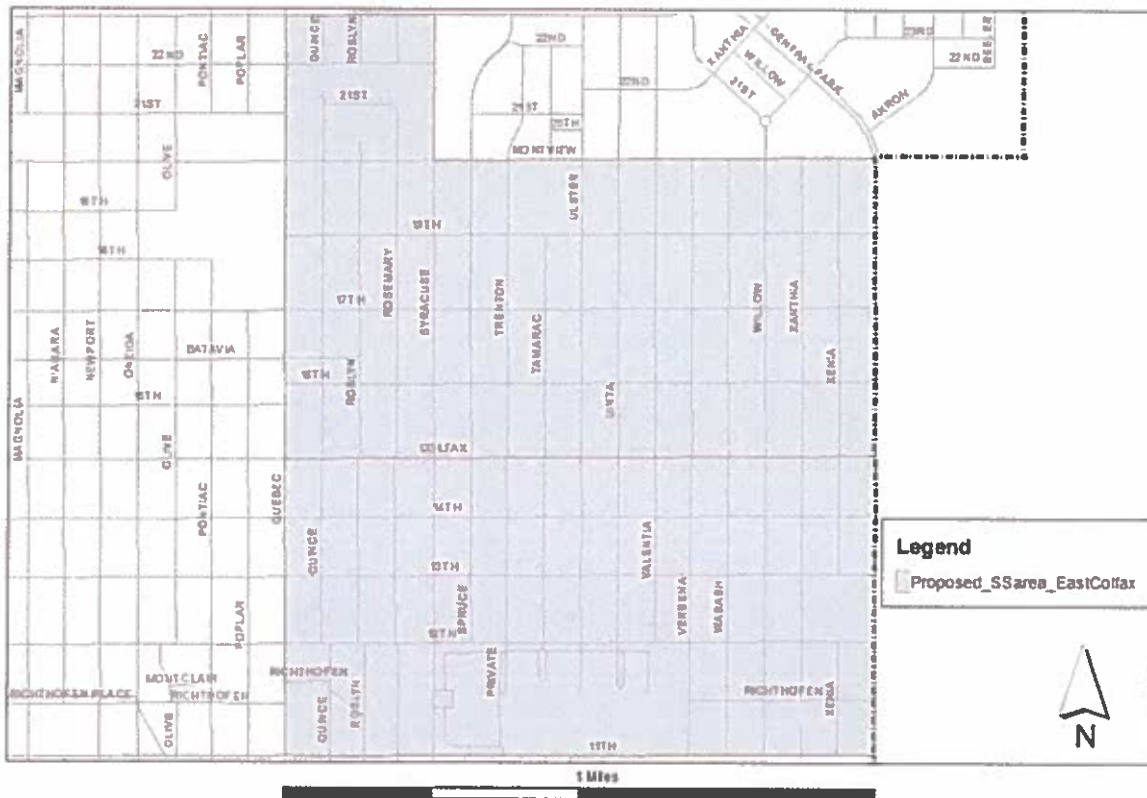
**Figure 1: Proposed ShotSpotter Coverage Expansion = 1.10 mi² (East Colfax area within District 2)**

## Pricing, Terms and Conditions

The following pricing is provided as a firm fixed price quotation. The pricing remains valid for one hundred and eighty (180) days from the date prepared (listed on the cover).

**One-Time Service Startup Fee**

| | |
|---|---|
| Service initiation fee for 1.10 square miles @ $10,000/mi² | $ 11,000.00 |

**Annual Subscription Fee**

| | |
|---|---|
| 1.10 square mile coverage area @ $75,000/mi²/year (Figure 1- geographic area within shaded area) | $ 82,500.00 |

**As requested, we have provided several pricing options for your consideration. They are outlined below:**

**OPTION-A Total: Three-Year Contract**

| | |
|---|---|
| One-Time Service Startup Fees | $ 11,000.00 |
| Three-Year Subscription for 1.10 square miles | $ 247,500.00 |
| *DISCOUNT: Waive Service Startup Fees* | *- $ 11,000.00* |
| **OPTION-A Total: Three-Year Contract** | **$ 247,500.00** |

**Payment Terms: Three-Year Contract**

Payment for the service initiation, startup, and all subscription fees, shall be as follows:

- $41,250 due upon execution of agreement
- $41,250 due upon ShotSpotter Flex℠ "live" status
- $82,500 due upon first anniversary of ShotSpotter Flex℠ "live" status
- $82,500 due upon second anniversary of ShotSpotter Flex℠ "live" status

**OPTION-B Total: One-Year Contract**

| | |
|---|---|
| One-Time Service Startup Fees | $ 11,000.00 |
| One-Year Subscription for 1.10 square miles | $ 82,500.00 |
| **OPTION-B Total: One-Year Contract** | **$ 93,500.00** |

**Payment Terms: One-Year Contract**

Payment for the service initiation, startup, and all subscription fees shall be as follows:

- $46,750 due upon execution of agreement
- $46,750 due upon ShotSpotter Flex℠ "live" status

**Annual Renewal Fees**

Annual renewal fees for subsequent years (due upon anniversary of ShotSpotter Flex℠ "live" status) will be the following:

| | |
|---|---|
| Year 2 Subscription for 1.10 square miles (+5% COLA) | $ 86,625.00 |
| Year 3 Subscription for 1.10 square miles (+5% COLA) | $ 90,956.25 |
| Year 4 Subscription for 1.10 square miles (+5% COLA) | $ 95,504.06 |
| Year 5 Subscription for 1.10 square miles (+5% COLA) | $ 100,279.27 |

## Flex Service Agreement

The proposed services will be delivered according to the terms of the existing ShotSpotter Flex Service Agreement ("Agreement"), dated December 10, 2015 (POLIC-201525310-00), which is incorporated herein by reference and constitutes an integral part of this proposal. Unless specifically stated otherwise, should there be any conflict between the Agreement and this proposal, the Agreement shall take precedence over the proposal itself.

## Agreement

**IN WITNESS THEREOF**, the parties have caused this Agreement to be executed by their duly authorized representatives on the date(s) shown below.

Pricing Option Selected:     ☐  OPTION-A: Three-Year Contract

☐  OPTION-B: One-Year Contract

**ShotSpotter, Inc.**                    **City of Denver, Colorado**

By:                                       By:
_____                   _____
(Authorized Signature)                    (Authorized Signature)

Name:                                     Name:
_____                   _____

Title:                                    Title:
_____                   _____

Date:                                     Date:
_____                   _____

SST, Inc.
7979 Gateway Blvd, Suite 210
Newark, California 94560
+1.888.274.6877
info@ShotSpotter.com
www.ShotSpotter.com