

### THIRD AMENDATORY AGREEMENT

**THIS THIRD 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, a First Amendatory Agreement dated April 12, 2017, and a Second Amendatory Agreement dated February 23, 2018 (the “Agreement”), relating to a subscription to the ShotSpotter Flex System which detects loud implosive 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 extend the Term 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 3 of the Agreement entitled “TERM” is amended to read as follows:

“ 3. **TERM:** The term of the Agreement is from January 8, 2016 through December 31, 2019.”

2. Article 4. A. of the Agreement entitled “Fee” is amended to read as follows:

“ 4. **COMPENSATION AND PAYMENT:**

A. **Fee:** The fee for services described in Attachment 5 is \$806,250.00 (the “Fee”). The Fee shall be paid pursuant to the City’s Prompt Payment Ordinance”

3. Article 4. D. (i) of the Agreement entitled “Maximum Contract Amount” is amended to read as follows:

“4. **COMPENSATION AND PAYMENT:**

D. **Maximum Contract Liability:**

(i) Any other provision of this Agreement notwithstanding, in no event shall the City be liable for payment for services rendered and expenses

incurred by Contractor under the terms of this Agreement for any amount in excess of the sum of **TWO MILLION SEVEN HUNDRED SEVENTY-ONE THOUSAND ONE HUNDRED FIFTY-NINE DOLLARS AND 00/100 CENT (\$2,771,159.00)**. 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."

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

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

**EXHIBIT**  
**Attachment 5 - Quotation**

**[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-201525310-03

**Contractor Name:** SHOTSPOTTER INC

By: 

Name: Sonyia Strickler  
(please print)

Title: VP Finance + Controller  
(please print)

**ATTEST: [if required]**

By: 

Name: Jean Chay  
(please print)

Title: Assistant Controller  
(please print)





# Quotation

7979 Gateway Blvd., Suite 210  
Newark, CA 94560-1156  
Phone (888) 274-6877 Fax (650) 887-2106

DATE 5/29/2018  
Quotation # DENVPD052918  
Customer ID Denver PD

**Quotation For:**

Mr. Jerry Maestas, Accountant  
Denver Police Department/Finance  
1331 Cherokee Street, #422  
Denver, CO 80204

Quotation valid until: 8/27/2018

Prepared by: K Isotalo

**Comments or Special Instructions:** Renewal for Annual Subscription Services for January 1, 2019 through December 31, 2019 for original 3 mi<sup>2</sup> (North); 6 mi<sup>2</sup> expansion (District 1 and 4 and Park Hill); .5 mi<sup>2</sup> expansion (Sun Valley), and 2 mi<sup>2</sup> expansion (Montbello) of coverage, and Annual Subscription Services for March 30, 2019 to March 29, 2020 for 1.1 mi<sup>2</sup> expansion (East Colfax area within District 12) of coverage. These services will be delivered according to the terms and conditions contained in the ShotSpotter Flex Service Agreement, dated February 23, 2018, which is incorporated herein by reference.

SALESPERSON	P.O. NUMBER	SHIP DATE	SHIP VIA	TERMS
Barrett			Electronic	Net 30

QUANTITY	DESCRIPTION	UNIT PRICE	TAXABLE?	AMOUNT
1	ShotSpotter Annual Subscription Services for 1/1/19 to 12/31/19 (original 3 mi <sup>2</sup> - North).	173,250.00		173,250.00
1	ShotSpotter Annual Subscription Services for 1/1/19 to 12/31/19 (6 mi <sup>2</sup> expansion - District 1 and 4 and Park Hill).	378,000.00		378,000.00
1	ShotSpotter Annual Subscription Services for 1/1/19 to 12/31/19 (.5 mi <sup>2</sup> expansion - Sun Valley).	32,500.00		32,500.00
1	ShotSpotter Annual Subscription Services for 1/1/19 to 12/31/19 (2 mi <sup>2</sup> expansion - Montbello).	140,000.00		140,000.00
1	ShotSpotter Annual Subscription Services for 3/30/19 to 3/29/20 (1.1 mi <sup>2</sup> expansion - East Colfax within District 12).	82,500.00		82,500.00
			SUBTOTAL	\$ 806,250.00
			TAX RATE	
			SALES TAX	-
			OTHER	-
			TOTAL	\$ 806,250.00

If you have any questions concerning this quotation, contact Lydia Barrett, Director, West Region, 650-833-9534, lbarrett@shotspotter.com

**THANK YOU FOR YOUR BUSINESS!**