

FIFTH AMENDATORY AGREEMENT

This **FIFTH AMENDATORY AGREEMENT** is made 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 (“Contractor” also “ShotSpotter,” “we,” “us,” or “our”).

WITNESSETH:

WHEREAS, the Parties entered into an Agreement dated December 10, 2015, an Amendatory Agreement dated April 12, 2017, a Second Amendatory Agreement dated February 23, 2018, a Third Amendatory Agreement dated January 23, 2019, and a Fourth Amendatory Agreement dated April 4, 2019 (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, increase the compensation to the contractor, and amend the maximum contract amount.

NOW THEREFORE, in consideration of the premises and the Parties’ mutual covenants and obligations, 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, 2020. The annual subscription services terms shall be as set forth in Attachment 7.”
2. Article 4 of the Agreement entitled **COMPENSATION AND PAYMENT**: Sub-paragraph A. (i) entitled “**Fee**” is amended to read as follows:
 - “4. **COMPENSATION AND PAYMENT**:
 - A. **Fee**: The fee for services described in Attachment 7 is \$815,544.50 (the “Fee”). The Fee shall be paid pursuant to the City’s Prompt Payment Ordinance.”
3. Article 4 of the Agreement entitled **COMPENSATION AND PAYMENT**: Sub-paragraph D. (i) entitled “**Maximum Contract Liability**” 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 **THREE MILLION SIX HUNDRED NINETY THOUSAND NINE HUNDRED FIFTY-FOUR DOLLARS AND 00/100 CENTS (\$3,690,954.00)**. 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 Fifth Amendatory Agreement will not be 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 7 - Quotation

[SIGNATURE PAGES FOLLOW]

Contract Control Number: POLIC-202053456-201525310 5
Contractor Name: SHOTSPOTTER INC

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:

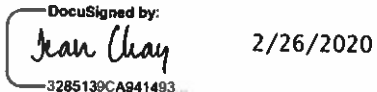
Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number: POLIC-202053456- 201525310 5
Contractor Name: SHOTSPOTTER INC

By:  _____

Name: Jean Chay
(please print)

Title: Corporate Controller
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Attachment 7



Quotation

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

DATE 11/4/2019
Quotation # DENVPD110419
Customer ID Denver PD

Quotation For:

Ms. Jeannie Springer, Finance Director
 Denver Police Department
 1331 Cherokee Street
 Denver, CO 80204

Quotation valid until: 12/31/2019
Prepared by: K Isotalo

Comments or Special Instructions: Renewal for Annual Subscription Services for January 1, 2020 through December 31, 2020 for original 3 mi² (North); 6 mi² expansion (District 1 and 4 and Park Hill); .5 mi² expansion (Sun Valley); and 2 mi² expansion (Montbello) of coverage, and Annual Subscription Services for March 30, 2020 to December 31, 2020 for 1.1 mi² expansion (East Colfax area within District 2) of coverage. These services will be delivered according to the terms and conditions contained in the ShotSpotter Flex Service Agreement, dated April 4, 2019, which is incorporated herein by reference.

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

QUANTITY (mi ²)	DESCRIPTION	UNIT PRICE (per mi ²)	TAXABLE?	AMOUNT
3	ShotSpotter Annual Subscription Services for North Area for 1/1/20 to 12/31/20.	\$ 60,637.50		\$ 181,912.50
6	ShotSpotter Annual Subscription Services for District 1 and 4 and Park Hill Area for 1/1/20 to 12/31/20.	\$ 66,150.00		\$ 396,900.00
0.5	ShotSpotter Annual Subscription Services for Sun Valley Area for 1/1/20 to 12/31/20.	\$ 68,250.00		\$ 34,125.00
2	ShotSpotter Annual Subscription Services for Montbello Area for 1/1/20 to 12/31/20.	\$ 70,000.00		\$ 140,000.00
1.1	ShotSpotter Annual Subscription Services for East Colfax within District 2 Area for 3/30/20 to 12/31/20 (prorated to be coterminous with Phases I, II, and III).	\$ 75,000.00		\$ 62,607.00
SUBTOTAL				\$ 815,544.50
TAX RATE				
SALES TAX				-
OTHER				-
TOTAL				\$ 815,544.50

Please indicate your acceptance of this quote by issuing a Purchase Order referencing the Quotation # above. ShotSpotter will issue an invoice once we receive the PO.

If you have any questions concerning this quotation, please contact
 Karen Isotalo - Director, Sales Operations at 510-298-8668 or kisotalo@shotspotter.com

THANK YOU FOR YOUR BUSINESS!