

SIXTH AMENDATORY AGREEMENT

This **SIXTH 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, a Fourth Amendatory Agreement dated April 4, 2019, and a Fifth Amendatory Agreement dated February 26, 2020 (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, 2021. The annual subscription services terms shall be as set forth in Attachment 8.”

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 8 is \$835,438.00 (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 **FOUR MILLION FIVE HUNDRED TWENTY-SIX THOUSAND THREE HUNDRED NINETY-TWO DOLLARS AND 00/100 CENTS (\$4,526,392.00)**. 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. The location, implementation and go live date for the additional two (2) free square miles identified in Attachment 8 will be mutually agreed upon between ShotSpotter and the City. The annual subscription period will be adjusted accordingly to be coterminous with the City's existing coverage area. Following the initial one-year subscription period for the two (2) free square miles, and subject to renewal of the Agreement, annual subscription fees for such 2 square miles will be invoiced at a rate of \$70,000 per year.

6. This Sixth 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 8**

[SIGNATURE PAGES FOLLOW]

Contract Control Number: POLIC-202157827-06[POLIC-201525310-06]

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-202157827-06[POLIC-201525310-06]

Contractor Name: SHOTSPOTTER INC

By:  _____
3285139CA941483...

Name: Jean Chay
(please print)

Title: Corporate Controller
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

**REVISED PROPOSAL****One-Year Option**

Coverage Area	2021 Rate
North Area	\$181,912.50
District 1 and 4 and Park Hill Area	\$396,900
Sun Valley Area	\$34,125
Montbello Area	\$140,000
East Colfax within District 2 Area	\$82,500
Downtown Area	\$0
2 mi ² Expansion Area TBD	\$0
TOTAL:	\$835,438

The pricing above reflects the following:

- ShotSpotter agrees to waive our standard annual increases for these coverage areas, saving the City **\$29,816**.
- ShotSpotter has agreed to waive the subscription fees for the Downtown coverage area totaling **\$90,350**.
- ShotSpotter agrees to expand the city's coverage by an additional two (2) square miles and waive the one-time Service Initiation fees (\$20,000) and the Annual Subscription fees (\$70,000 per square mile), thereby providing **\$160,000** in additional services at no cost to the City of Denver.

By taking these steps:

- ShotSpotter is expanding the City's coverage by an additional two miles, while agreeing to pricing concessions totaling **\$280,616**.