12

SINGLE SOURCE AWARD **BID # SS-12694-22**

Subject: Gunshot Detection, Location, Alert and Analysis Solution

Department: Sheriff's Office

Description of Purchase: Recommend approval of single source award to ShotSpotter, Inc., for Gunshot Detection, Location, Alerts and Analysis Solutions for the Jacksonville Sheriff's Office. Period of service is for five (5) years from July 28, 2022, through July 27, 2027. Total annual expenditure not to exceed $367,500.00. Total not-to-exceed expenditure for the five (5) year period is $1,837,500.00.

Funding Source: 00111.522101.546030.000000.0000000.00000.0000000 – To be encumbered by formal contract through the Office of General Counsel and processed by Purchase Order Release(s)

Single Source Award To: ShotSpotter, Inc.

Price Justification: See attachment

Total Award: $1,837,500.00 **Requisition #:** IHIN-500329-22

Attachments: Agency Memo, Single Source Form, Vendor Letter and Quote/Service Agreement

Certification as to Single Source: Mike Bruno, Director of Department of Investigations & Homeland Security

THE ABOVE PURCHASE IS RECOMMENDED FOR AWARD IN ACCORDANCE WITH CHAPTER 126.206.

Analyst: Olive Wallace-Cohen

Gregory Pease, Chief
Procurement Division

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE

"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"

CHAIRMAN ***DATE***

ACTION OF AWARDING AUTHORITY DATE: _____

APPROVED_____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

SS-12694-22

Jacksonville Sheriff's Office

MIKE WILLIAMS, SHERIFF

Serve • Protect • Community

To: Gregory Pease
Chief of Procurement

Thru: Bill Clement, CPA
Chief of Budget

From: Mike Bruno
Director of Department of Investigations & Homeland Security

Subject: Single Source - ShotSpotter, Inc. (SST) Gunshot Detection, Location, Alert and Analysis Solution

Date: May 18, 2022

We are requesting approval for a single source award with ShotSpotter, Inc., for Gunshot Detection, Location, Alert and Analysis Solution. The term of the agreement is five-years from July 28, 2022 through July 27, 2027. The yearly fee is $367,500.00 for a not to exceed expenditure amount for the period of $1,837,500.00. The funding source is 00111.522101.546030.000000.00000000. Attached is the single source form, the single source justification documents, the quote and the Respond Services Agreement from ShotSpotter, Inc. (SST). The Respond Services Agreement will be processed through the Office of General Counsel. We are requesting that a POA be sat up for the award.

Please let me know if you need any additional information.

ShotSpotter

April 13, 2022

Assistant Chief Shawn Coarsey
Jacksonville Sheriff's Office
Major Case Section
501 E. Bay Street
Jacksonville, FL 32202

Dear Assistant Chief Coarsey:

As you are aware, the Department's current ShotSpotter Respond subscription expires on July 27, 2022. To that end, the attached Quote JVLSO041322A is for an additional three-year term of the current subscription (July 28, 2022 through July 27, 2025), and the attached Quote JVSO041322B is for an additional five-year term (July 28, 2022 through July 27, 2027) for the 5.25 square mile coverage area. These quotes include the soon to be reactivated 0.25 square mile coverage area around Edward Waters College (per the Fifth Amendment to Contract #10303).

Each option allows the Sheriff's Office to renew with the current rate frozen for the duration of the agreement. This pricing is contingent upon ShotSpotter receiving a multi-year contract commitment allowing us to invoice the Sheriff's Office automatically for each annual subscription term over the term of the agreement, without any requirement for obtaining additional approvals, Purchase Orders, or notifications from the Sheriff's Office. Please note, these price quotations do not include any state or local taxes; please notify me if the price quotation needs to be adjusted for applicable taxes.

Since Contract #10303 expires July 27, 2022, please find attached a current Respond Services Agreement for your review.

We appreciate the opportunity to continue to support the Jacksonville Sheriff's Office in your efforts to reduce gun violence and build community trust. Should you have any questions regarding the Respond subscription renewal, or if there is anything I can do to assist you, please feel free to call me at 510-298-8668.

Sincerely,

Karen Isotalo
Vice President, Sales Operations

cc: Deidra Baines, Procurement Manager, Jacksonville Sheriff's Office

ShotSpotter Inc.
39300 Civic Center Drive, Suite 300
Fremont, CA 94538
+1 510 794 3100 main
+1 888 274 6877 toll free
www.shotspotter.com

SINGLE SOURCE REQUEST

Pursuant to the City of Jacksonville Procurement Code § 126.206 & § 126.312, when requesting a purchase from a Supplier subject to the referenced sections, please complete this form to justify your request and submit to Procurement with applicable attachments

PROVIDE A SUMMARY OF THE SCOPE OF GOODS/SERVICES TO BE PROVIDED; IDENTIFY EACH ITEM, COMPONENT OR SERVICE BEING PROCURED (ATTACH QUOTE/PROPOSAL):

Shotspotter Respond Gunfire Detection, Location, and Forensic Analysis Service. ShotSpotter Respond is a cloud-based subscription managed service offering which includes warranty, repair, maintenance, and support services on all of its systems.

PROVIDE A DETAILED JUSTIFICATION AS TO WHY THE REQUESTED GOODS/SERVICES CAN ONLY BE EFFICIENTLY AND EFFECTIVELY PROCURED THROUGH THE RECOMMENDED SINGLE SOURCE PROVIDER:

There is only one wide-area gunshot detection and location system available commercially for law enforcement and it is exclusively offered by ShotSpotter, Inc. They are the exclusive provider of ShotSpotter Respond. The wide-area service uses acoustic sensing technology identifies, discriminates, records, and locate gunshots, then is sends an alert to law enforcement within seconds of the shots being fired. This allow rapid deployment to the scene by law enforcement and is useful for quickly collecting forensic evidence.

ASSERT THAT YOU HAVE RESEARCHED THE AVAILABILITY OF THE REQUESTED GOODS/SERVICES FROM OTHER SOURCES IN APPLICABLE MARKETS AND HAVE DISCUSSED AND EVALUATED THE SAME WITH COJ'S PROCUREMENT AND EBO DIVISIONS:

We have researched and ShotSpotter is the only wide-area Gunshot Detection, Location and Forensic Analysis Service that is available commercially for law enforcement that has the capability to identify, discriminate, record and locate gunshots, then send an alert to law enforcement within seconds. The acoustic sensing technoloty is protected by 34 unique and current patents. We currently have the system installed and this is to cover five years of continued use.

ShotSpotter
Detect · Protect · Connect

Sole Source Justification

To whom it may concern:

Please accept this letter as information that ShotSpotter, Inc. is the worldwide sole source vendor of ShotSpotter Respond™ (formerly Flex), a wide-area Gunshot Detection, Location, and Forensic Analysis Service. This wide-area service uses acoustic sensing technology protected by 34 unique and current patents to identify, discriminate, record, and locate gunshots, then send an alert to law enforcement within seconds of the shots being fired. The sensing is accomplished via multiple networked acoustic sensors deployed over a wide area that communicate registered gunshot activity back to a central server.

There is currently only one wide-area gunshot detection and location system available commercially for law enforcement and it is exclusively offered by ShotSpotter, Inc. ShotSpotter is the exclusive provider of ShotSpotter Respond, the cloud-based, subscription managed service offering which includes warranty, repair, maintenance, and support services on all of its systems.

We have been informed that your agency has determined that for such a solution to be beneficial it must have the capabilities listed in this document. ShotSpotter is the only vendor in the world able to deliver these capabilities. Many of these capabilities and techniques are the exclusive intellectual property of ShotSpotter, Inc.; are patented; and can only be provided by ShotSpotter and licensed to end users:

- Detects a gunshot in a public place and provides the location of the event (address) and geographical coordinates of the event back to your agency through a qualified reviewed alert and plot the event on a map.
- Provides a short audio snippet of the event for immediate playback.
- Provides the ability to record the event and save all corresponding information in a hosted Microsoft SQL database so it can be forensically examined later. All incident data, including audio snippets, are stored on a secure, hosted server for the duration of the subscription.
- The system and the associated 24/7/365 incident review service distinguish between a gunshot and other similar sounds (fireworks, car backfiring, etc.) and classify these events for a web-based display.
- Acoustic sensors are certified to withstand harsh wind and other demanding climate conditions reducing the need for constant maintenance.
- The system has a proven track record of performance in a deployment area equal to or greater than 2 square miles.
- The system timestamps individual gunshots to 100th of a second using a GPS clock.
- The system can recreate crime scenes (e.g., provide locations where individual shots occurred, time-stamping when each individual shot was fired within 100th of a second, and the audio snippet and acoustic waveform signature of the shots).
- The system's data output, including detailed forensic reports, are court certifiable with current case law supporting its use as forensic evidence.
- Ability to network acoustic sensors together in a Wide Area Network utilizing public wireless/cellular carriers.
- The system has a documented, proven track record of helping to reduce gun-related crimes, assisting in arrests and the confiscation of weapons; used as evidence in court and assisting in the prosecution and conviction of criminals in the areas where the system is deployed.
- Interfaces with networked video surveillance cameras for automated control when an event is detected.

Wide-Area Acoustic Surveillance

ShotSpotter Respond uses nondescript acoustic sensors deployed over wide areas (e.g., from one to many square miles). Acoustic analytics classify incoming potential incidents as either gunfire, or other loud sounds not classified as gunfire. The result is gunfire alerts that include a pinpoint location that reveal incident severity and situational intelligence. Through its patented technology[1] and methods, only ShotSpotter can deploy systems requiring a relatively small number of acoustic sensors to achieve a blanket of coverage over wide areas; fewer sensors result in lower procurement and operating costs.

Situational Intelligence and Forensic Data

The ShotSpotter Respond service includes the web-based ShotSpotter Dispatch™, ShotSpotter Respond™, and ShotSpotter Insight™ applications which run on any standard browser-based platform. ShotSpotter Respond is also available as a smartphone application which runs on Android and iOS platforms. Incidents are shown as dots on an aerial map image along with the corresponding street address. Maps can also be viewed using Google Street View. Audio snippets are available to field-based commanders as well as responders. The audio snippet provides invaluable situational intelligence while en route to a scene, stationary in a command van, moving in patrol vehicles, or airborne in helicopters.

The ShotSpotter solution captures and stores a precise timestamp plus GPS coordinate for each detected incident and each round of a multi-round gunfire incident. This level of detail has successfully been used in investigations and courtrooms to exonerate contentious officer-involved shootings, corroborate testimony, refute false testimony, and prove the presence of multiple shooters in the absence of physical evidence and/or eyewitnesses.

The ShotSpotter service offers the following unique forensic and intelligence data that enhance situational awareness, investigations, and prosecutions:

- Audio snippets of each incident from multiple sources that can be embedded into a portable document format (PDF) for sharing with agents, prosecutors, and presentation in court
- Ability to know if the incident involved a single round or multiple rounds of gunfire
- Ability to determine if the incident involved one or multiple shooters
- Ability to infer type(s) of firearm(s) involved in gunfire incidents

Data for Investigative Follow-up, Crime Analysis, CompStat

Only ShotSpotter offers persistent storage of detailed incident information plus reports and analytics to support CompStat and violence suppression operations. ShotSpotter logs every detected incident and associated data in a database for secure and persistent storage. This data can be mined and analyzed to reveal patterns and trends to successfully drive intelligence-based tactical and strategic operations. Standard reports and an industry standard Structured Query Language (SQL) database feed ongoing intelligence with a comprehensive awareness of what is transpiring within specific areas. This data allows agencies to proactively and effectively apply resources when and where they're most needed; justify specific increases in assets and resources; and save costs. Securely stored incident data is invaluable for forensic purposes to support investigative efforts and fortify prosecution cases, especially when complemented with ShotSpotter acoustic and gunfire specialists providing expert testimony. ShotSpotter is the only company which can aggregate gunfire data from over 120 U.S. cities to develop a national gunfire index to identify national trends of gunfire behavior.

[1] The most current list of patents is available online at: http://www.shotspotter.com/patents

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Sole Source Justification

Open API for Interfacing with Complementary Systems and Technologies

Only ShotSpotter includes a simple and open data networking API for interfacing with video surveillance systems, Common Operating Picture systems, and Computer Aided Dispatch (CAD).

Unique Level of Experience and Customer Support

The ShotSpotter gunshot detection, location, and forensic analysis service is the only system of its type to be successfully deployed since 1995 to leading law enforcement agencies across the US, as well as other federal agencies. Many customers have directly attributed the following results to the use of ShotSpotter:

- Significant reduction of gun related crimes
- Significant reduction of overall and random gunfire
- Increased number of arrests and gun confiscations
- Conviction of criminals with data available from ShotSpotter

Conclusion

No vendor, other than ShotSpotter, possesses the comprehensive, field-proven, and patent-protected product offering, as well as the professional services and support, domain knowledge, expertise, longevity, and customer references. Only ShotSpotter can provide a true wide-area gunshot detection, location, and forensic analysis solution, as well as future expansions and ongoing maintenance and support. We have achieved sole source status in every state we operate in.

Based on all of the above factors, the overwhelming majority of our customers have been able to proceed with confidence in sole sourcing our wide-area gunshot location solution and support services.

We are honored to support your efforts to combat gun related crimes and appreciate the opportunity to serve you. If we can answer any questions or provide additional support information, please let us know.

Sincerely,

Ralph Clark
President / CEO
ShotSpotter, Inc.
Phone: 510-794-3158
rclark@shotspotter.com

ShotSpotter

39300 Civic Center Drive, Suite 300
Fremont, CA 94538
Phone (888) 274-6877 Fax (650) 887-2106

DATE 4/13/2022
Quotation # JVLSO041322B
Customer ID Jacksonville SO

Quotation For:
Assistant Chief Shawn Coarsey
Jacksonville Sheriff's Office/Major Case Section
501 E. Bay Street
Jacksonville, FL 32202

Quotation valid until: 7/27/2022
Prepared by: C Daly

Comments or Special Instructions: Renewal of Annual Respond (formerly Flex) Subscription Services for an additional five-year term (July 28, 2022 through July 27, 2027) for the 5.25 mi² coverage area. These services will be delivered according to the Respond Services Agreement, to which this quote will be attached as Exhibit A.

SALESPERSON	P.O. NUMBER	SHIP DATE	SHIP VIA	TERMS	
Jacobs			Electronic	Net 30	
QUANTITY (mi²)	**DESCRIPTION**		**UNIT PRICE (per mi²)**	**TAXABLE?**	**AMOUNT**
5.25	Year One: ShotSpotter Respond Annual Subscription Services for 7/28/2022 through 7/27/2023.		$70,000		$367,500
5.25	Year Two: ShotSpotter Respond Annual Subscription Services for 7/28/2023 through 7/27/2024.		$70,000		$367,500
5.25	Year Three: ShotSpotter Respond Annual Subscription Services for 7/28/2024 through 7/27/2025.		$70,000		$367,500
5.25	Year Four: ShotSpotter Respond Annual Subscription Services for 7/28/2025 through 7/27/2026.		$70,000		$367,500
5.25	Year Five: ShotSpotter Respond Annual Subscription Services for 7/28/2026 through 7/27/2027.		$70,000		$367,500
				SUBTOTAL	$1,837,500
				TAX RATE	
				SALES TAX	-
				OTHER	-
				TOTAL	$1,837,500

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 - Vice President, Sales Operations at 510-298-8668 or kisotalo@shotspotter.com

THANK YOU FOR YOUR BUSINESS!

RESPOND SERVICES AGREEMENT

ShotSpotter®

Detect · Protect · Connect

ShotSpotter, Inc.
39300 Civic Center Dr., Ste. 300
Fremont, CA 94538
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info@shotspotter.com
www.shotspotter.com

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This ShotSpotter® Respond™ Services Agreement (this "Agreement") is entered into by and between ShotSpotter, Inc. (referred to herein as "ShotSpotter"), with offices located at 39300 Civic Center Dr., Suite 300, Fremont, CA 94538, and the City of Jacksonville, a Florida municipal corporation, for an on behalf of the Jacksonville Sheriff's Office (hereinafter referred to as "Customer"), with offices located at 117 West Duval Street, Suite 400, Jacksonville, FL 32202, effective as of the last date of signature herein. ShotSpotter and Customer may also be referred to in this Agreement individually as a "Party" or collectively as the "Parties".

Customer is a current end user of ShotSpotter's gunshot location system ("ShotSpotter® Respond™ Gunshot Detection, Location, and Forensic Analysis Service") (formerly ShotSpotter® Flex™). This Agreement and its exhibits define the terms for the Customer's ongoing use of the Subscription Services as further defined herein.

In consideration of the Parties' mutual covenants and promises set forth in this Agreement, the Parties agree as follows:

1. EXHIBITS

The following exhibits ("Exhibits") are attached to, and incorporated in this Agreement:

A. ShotSpotter Quotation #_____

B. Service Level Agreement

2. DEFINITIONS

All 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 designated by either Party as confidential or proprietary as further defined in Section 6 of this Agreement.

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 all data created, generated, modified, compiled, stored, kept, or displayed by ShotSpotter in performance of the Subscription Services, including the 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 means the ShotSpotter Respond Gunshot Detection, Location, and Forensic Analysis Service provided on a subscription basis under this Agreement.

G. Software means the ShotSpotter Respond Gunshot Detection, Location, and Forensic Analysis Service, Reviewed Alerts, ShotSpotter Respond™, and ShotSpotter Dispatch™ and ShotSpotter® Insight applications to which Customer will have access under this Agreement on a subscription basis. The term Software shall also mean any new applications supplemental to the Subscription

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Services provided by ShotSpotter to Customer subsequent to the execution date of this Agreement, and if purchased by Customer, the ShotSpotter API Subscription License.

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.

3. SUBSCRIPTION SERVICES

A. ShotSpotter has installed the ShotSpotter Respond System in the Coverage Area specified in Exhibit A attached to this Agreement. ShotSpotter will host the Subscription Services and may update the functionality and Software of the Subscription Services from time to time at its sole discretion and in accordance with this Agreement.

B. Any expansions of the Customer's Coverage Area will be mutually agreed to in writing between the Parties. For such expansions, ShotSpotter will be responsible for determining the location(s) for installation of acoustic sensor(s) (the "Sensors") that detect gunshot-like sounds, and obtaining permission from the premises owner/property manager/lessee.

C. The ShotSpotter Respond System acoustic Sensor may use wired, wireless, or cellular wireless communications which necessitates the existence of a real-time data communications channel from each Sensor to the ShotSpotter hosted servers via a commercial carrier. The unavailability or deterioration of the quality of such wired, wireless, or wireless cellular communications may impact the ability of ShotSpotter to provide the Subscription Services. In such circumstances ShotSpotter will use commercially reasonable efforts to obtain alternate wired or wireless cellular communications or adjust the coverage area as necessary. In the event ShotSpotter is unable to do so, ShotSpotter will terminate the Subscription Services and refund a pro-rata portion of the annual Subscription Services fee to Customer.

D. ShotSpotter will provide Customer with user documentation, online help, written or recorded video training material, and other applicable documentation (as available).

E. ShotSpotter will provide reasonable efforts to respond via email to requests for support relating to incident classification as defined in the Support Level Matrix provided in Exhibit B.

F. During the term of this Agreement, ShotSpotter will provide real-time gunfire analysis and alert services. After an explosive (or impulsive) 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 directly to the Customer's dispatch center, PSAP, mobile/patrol officers, and any other relevant safety or security personnel, as determined by the Customer. ShotSpotter's IRC will review gunfire incidents as further defined in Exhibit B.

G. The Subscription Services provided under this Agreement shall consist of (i) providing access to the Customer of Reviewed Alerts delivered via the Insight password-protected internet portal and user interface supplied by ShotSpotter; (ii) providing Customer access to historical Reviewed Alerts

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and incident information via the Software; and (iii) other services as specified in this Agreement and its Exhibits.

H. ShotSpotter will use commercially reasonable efforts to respond to support requests as set forth in the Support Level Matrix provided in Exhibit B. These requests may be made to ShotSpotter through one of the following methods: 1) email to support@shotspotter.com; 2) Live Chat through our ShotSpotter applications; 3) A phone call to our Customer Support organization at 888,274.6877, option 4. These are the only methods ShotSpotter will receive and respond to support requests.

A Tier 1 (as defined in the Support Matrix in Exhibit B) ShotSpotter Customer Support specialist will be responsible for receiving Customer reports of missed incidents, or errors in the Subscription Services, 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 within 24 hours, requiring further research and troubleshooting, ShotSpotter will use commercially reasonable efforts to resolve the issue within seventy-two (72) hours of receipt of the report. In the event that the ShotSpotter service is fully nonfunctional, and it is not due to power outage or other reasons that are outside of ShotSpotter's control. ShotSpotter will work continuously to restore functionality of the Subscription Services in accordance with the standard ShotSpotter user documentation provided with the Subscription Services as soon as reasonably possible, and no later than seventy-two (72) hours of receipt of the report.

I. FORENSIC REPORTS.

i. Investigative Lead Summary ("ILS"). ShotSpotter provides an on-demand report available through the ShotSpotter Respond Application. 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 ILS is not a court-admissible document.

ii. Detailed Forensic Report ("DFR"). If requested by Customer, ShotSpotter will provide a DFR for any ShotSpotter-detected incidents, including Reviewed Alerts. 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.

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 ten (10) business days of receipt of the request.

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J. EXPERT WITNESS SERVICES.

ShotSpotter offers reasonable expert witness services, including Reviewed Alerts, for an hourly fee as set forth in Exhibit A, as well as reimbursement of all travel and per diem costs. If requested to provide such services, ShotSpotter will invoice the Customer for the number of hours expended to prepare for and provide expert witness testimony, and actual travel expenses, upon completion of the services. Customer understands 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. Customer 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 desires. Payment for expert witness services described shall be due and payable when services are rendered regardless of the outcome of the proceedings.

4. INITIAL TERM AND RENEWAL

The initial term of the Subscription Services shall be for a period of _____ (__) months commencing on July 28, 2022, and ending on July 27, _____.

Following the initial term, the Subscription Services may be renewed for successive periods of one year each (or multiple years as mutually agreed upon in writing by the Parties), in accordance with the following procedure. ShotSpotter shall provide Customer with a renewal notice stating the renewal fees, terms, and conditions for the next successive renewal term approximately ninety (90) days prior to the expiration date of the then current term. Customer acknowledges that the Subscription Services 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. Annual Subscription fees are subject to increase at a rate of 5% for Customers whose annual subscription fee is less than the current ShotSpotter list price.

If Customer fails to renew prior to expiration of the then current subscription term, the Subscription Services will terminate in accordance with Section 5.C. At its discretion, ShotSpotter may remove the ShotSpotter Gunshot Detection, Location, and Forensic Analysis Service and any components from the Coverage Area at that time. If ShotSpotter does not remove the ShotSpotter Gunshot Detection, Location, and Forensic Analysis Service from the Coverage Area, Customer may reinstate the Subscription Services at a later date by renewing this Agreement and payment of the applicable reactivation and Subscription Services renewal fees; however, Customer will not have access to any Reviewed Alerts that they would have had access to during the lapsed period.

5. LICENSE, OWNERSHIP, AND DATA RIGHTS

In consideration for and subject to the payment of the annual Subscription Services fees as set forth in Exhibit A, Customer is granted a non-transferrable, non-exclusive and terminable license ("License") to use the Subscription Services and Data as set forth in this Section 5. Please read the terms and conditions of this Agreement carefully. By using the Subscription Services and Data, you agree to be bound by the terms and conditions of this Agreement. If you do not agree to these terms, you must notify ShotSpotter and discontinue any use of the Subscription Services and Data.

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A. Rights in Data.

For the purposes of this Agreement, "Data" is defined as 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.

ShotSpotter shall own and have the unrestricted right to use the Data for internal purposes such as research or product development. ShotSpotter may provide, license, or sell Data on an aggregated basis to third parties (excluding press or media) to be used for research or analytical purposes, or for law enforcement and/or security purposes.

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. ShotSpotter will not release, sell, license, or otherwise distribute the gunfire alert Data to the press or media without the prior express written consent of an authorized representative of the Customer.

Customer shall have the unrestricted right to download, make copies of, distribute, and use the Data within its own organization, exclusively for its own internal purposes, and for purposes of detecting and locating gunfire, routine archival recordkeeping, evidence preservation, and investigative, or evidentiary, and prosecutorial purposes. Customer shall not provide to, license the use of, or sell Data to any third parties, which restriction will not pertain to the collaboration with other law enforcement agencies for the purposes of investigating and prosecuting crimes detected by the ShotSpotter systems.

B. License and Restrictions.

Software and Subscription Services. The Software is the proprietary product of ShotSpotter, licensed to Customer on an annual subscription basis. The ShotSpotter Software may incorporate components supplied to ShotSpotter 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 the Software and Subscription Services any part thereof is the property of ShotSpotter or, if applicable, its suppliers. All right and title to the ShotSpotter computer programs, including, but not limited to related documentation, technology, know-how and processes embodied in or made available to Customer in connection with the Subscription Services, patent rights, copyrights, trade secret rights, trademarks, and services marks remain with ShotSpotter. Customer may not make any copies of the written materials or documentation that accompany any component of the Software, or use them, or any other information concerning the Subscription Services that ShotSpotter has designated as confidential, for any purpose other than bona fide use of the Subscription Services or Software for in accordance with the terms of this Agreement, nor allow anyone else to do so. Customer shall not: (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 on the Subscription Services; (ii) merge, combine, integrate, or bundle the Software, in whole or in part, with other software, hardware, data, devices, systems, technologies, products, services, functions, or capabilities; (iii) transfer, distribute, make available

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Data. Customer's rights to use the Data are defined in paragraph A of this section 5.

Nothing in this Agreement shall be construed as granting any right or title to the Software, Data or any component thereof, or any other intellectual property of ShotSpotter or its suppliers to Customer.

Customer shall not alter, remove or obscure any copyright, patent, trademarks, confidential, proprietary, or restrictive notices or markings on any component of the Subscription Services, Software or any documentation.

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C. Termination.

Customer agrees that its right to use the Subscription Services, Software and Data will terminate following thirty (30) day's prior written notice due to a material breach of the terms of this Agreement, including failure to pay any sums to ShotSpotter when due, or failure to renew the Subscription Services prior to expiration of the then current subscription term unless such has been cured within said thirty (30) day period. In the event of a breach of ShotSpotter's intellectual property rights, ShotSpotter at its sole discretion may terminate this Agreement immediately upon written notice to Customer. In the event of termination, Customer's access to the Data and Software will be terminated, and ShotSpotter will cease delivering Reviewed Alerts, and disable Customer's access to the Data. Customer agrees that ShotSpotter shall not be liable to Customer nor to any third party for any suspension of the Subscription Services resulting from Customer's nonpayment of the Subscription Services fees as described in this section.

D. Modification to, or Discontinuation of the Subscription Services.

Upon reasonable notice to Customer, ShotSpotter reserves the right at its discretion to modify, temporarily or permanently, the Subscription Services (or any part thereof). In the event that ShotSpotter modifies the Subscription Services 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 Subscription Services fees paid under the Agreement for the subscription term in which this Agreement is terminated. Customer acknowledges that ShotSpotter reserves the right to discontinue offering the Subscription Services 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 Subscription Services as described in this section.

E. New Applications.

From time to time, at ShotSpotter's discretion, ShotSpotter may release to its customer base, new applications supplemental to the Subscription Services. Customer's use of such new applications shall be subject to the license, warranty, intellectual property, and support terms of this Agreement. Prior to general release, ShotSpotter may request Customer to act as a pre-release test site for new applications, or major upgrades. Provided that Customer agrees in writing to such request, ShotSpotter will provide a pre-release package explaining the details and requirements for Customer's participation.

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