

RESPOND SERVICES AGREEMENT



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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 DeSoto, Texas (hereinafter referred to as “Customer”), with offices located at 211 East Pleasant Run Road, DeSoto, TX 75115, 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.”

This Agreement and its exhibits define the deliverables, implementation, and subscription services for ShotSpotter’s gunshot location system (“ShotSpotter® Respond™ Gunshot Detection, Location, and Forensic Analysis Service”) to be provided under this Agreement.

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

1. AGREEMENT DOCUMENTS

This Agreement consists of the following items:

A. This Respond Services Agreement, and the following Exhibits:

- A. ShotSpotter Amended Proposal ID 2022-007, attached as Exhibit A
- B. Service Level Agreement, attached as Exhibit B
- C. Coverage Area, attached as Exhibit C

In the event there exists a conflict in interpretation, the documents shall control in the order listed above. These documents shall be referred to collectively as “Contract Documents.”

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 C and any subsequent amendments thereto.
- D. Data means all data and information and electronic files created, generated, modified, compiled, stored, kept, or displayed by ShotSpotter in performance of the Subscription Services, including without limitation, information in Reviewed Alerts accessible through the Service and/or 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 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 will install the ShotSpotter Respond System in the Coverage Area specified in Exhibit C 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. 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 for a period of fifteen (15) calendar days, 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 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 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. Secondly, 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.

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, COMPENSATION AND RENEWAL

The Initial Term shall be for a period of three (3) years as set forth in Exhibit A commencing on the date that the Subscription Services are made available to the Customer via Insight. Compensation shall be as set forth in Exhibit A during the Initial Term.

After 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.

A. Rights in Data.

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 and exclusively for its own internal purposes for detecting and locating gunfire. Customer shall have the unrestricted right to use the Data consistent with the provisions of this Agreement, including but not limited to, for routine archival recordkeeping, evidence preservation, and investigative, or evidentiary, and prosecutorial purposes. Customer shall not provide to, license the use of, or sell the 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 system. In the event this Agreement is terminated, the Customer shall not be prohibited from using the Data downloaded by Customer up to the date of such termination in accordance with the provisions of this Agreement.

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 the Subscription Services, or Software to any person other than Customer; or (iv) sell, resell, sublicense, lease, rent, or loan the Subscription Services or Software, in whole or

in part. No component of the Subscription Services, or Software may be used to operate a service bureau, rental or time-sharing arrangement.

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.

Customer acknowledges that the ShotSpotter System has been determined by the United States Department of State to be a controlled commodity, software and/or technology subject to the United States Export Administration Regulations of the U.S. Department of Commerce. Customer is specifically prohibited from the export, or re-export, transfer, consignment, shipment, delivery, downloading, uploading, or transmitting in any form, any ShotSpotter Software, Data, documentation, or any component thereof or underlying information or technology related thereto, to any third party, government, or country for any end uses except in strict compliance with applicable U.S. export controls laws, and only with the express prior written agreement of ShotSpotter. In the event that such written agreement is provided, Customer shall be responsible for complying with all applicable export laws and regulations of the United States and destination country, including, but not limited to the United States Export Administration Regulations of the U.S. Department of Commerce, including the sanctions laws administered by the U.S. Department of Treasury, Office of Foreign Assets Control (OFAC), the U.S. Anti-Boycott regulations, and any applicable laws of Customer's country. In this respect, no resale, transfer, or re-export of the ShotSpotter Respond System or any ShotSpotter Respond System component exported to Customer pursuant to a license from the U.S. Department of Commerce may be resold, transferred, or reported without prior authorization by the U.S. Government. Customer agrees not to export, re-export or engage in any "deemed export," or to transfer or deliver, or to disclose or furnish, to any foreign (non-U.S.) government, foreign (non-U.S.) person or third party, or to any U.S. person or entity, any of the ShotSpotter Respond System, or ShotSpotter Respond System components, Data, Software, Services, or any technical data or output data or direct data product thereof, or any service related thereto, in violation of any such restrictions, laws or regulations, or without all necessary registrations, licenses and or approvals. Customer shall bear all expenses relating to any necessary registrations, licenses or approvals.

Use, duplication, or disclosure by applicable U.S. government agencies is subject to restrictions as set forth in the provisions of DFARS 48 CFR 252.227-7013 or FAR 48 CFR 52.227-14, as applicable.

In addition to the foregoing, Customer shall not disclose, discuss, download, ship, transfer, deliver, furnish, or otherwise export or re-export any such item(s) to or through: (a) any person or entity on the U.S. Department of Commerce Bureau of Industry and Security's List of Denied Persons or Bureau of Export Administration's anti-proliferation Entity List; (b) any person on the U.S. Department of State's List of Debarred Parties; (c) any person or entity on the U.S. Treasury Department Office of Foreign Asset Control's List of Specially Designated Nationals and Blocked Persons; or (d) any third party or for any end-use prohibited by law or regulation, as any and all of the same may be amended from time to time, or any successor thereto.

C. Termination.

Customer agrees and understands that its right to use the Subscription Services and Software will cease upon termination of this Agreement for any reason, including termination due to breach as provided in Section 11 hereof. Customer agrees that ShotSpotter shall not be liable to Customer nor to any third party for any suspension or termination 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 within thirty (30) calendar days, 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.

F. No Use by Third Parties.

Use by anyone other than Customer of the Subscription Services, documentation, Software, and Data (except as expressly provided in Section 5, paragraph i Rights in Data) is prohibited, unless pursuant to a valid assignment of this Agreement as set forth in Section 18 of this Agreement.

6. CONFIDENTIALITY AND PROPRIETARY RIGHTS**A. ShotSpotter Privacy Policy.**

ShotSpotter has structured its technology, processes and policies in such a way as to minimize the risk of privacy infringements from audio surveillance while still delivering important public safety benefits to its customers. These efforts to maintain privacy include the following:

- 1) ShotSpotter will not provide extended audio to customers beyond the audio snippet (1 second of ambient noise prior to a gunshot, the gunshot audio itself, and 1 second after the incident). ShotSpotter will vigorously resist any subpoena or court order for extended audio that goes beyond an audio snippet.
- 2) ShotSpotter will not provide a list or database of the precise location of Sensors to police or the public if requested and will challenge any subpoenas for this location data.

B. ShotSpotter Confidential Information.

Customer acknowledges and agrees that the source code, technology, and internal structure of the Software, Data, and Subscription Services, as well as documentation, operations manual(s) and training material(s), are the confidential information and proprietary trade secrets of ShotSpotter, the value of which would be destroyed by disclosure to the public. Use by anyone other than Customer of

the Subscription Services and documentation, and Data (except as expressly set forth in Section 5, paragraph A Rights in Data) is prohibited, unless pursuant to a valid assignment under this Agreement. Unless prohibited by applicable law, the terms and conditions of this Agreement, including pricing and payment terms shall also be treated as ShotSpotter's confidential information. Customer shall not disassemble, decompile, or otherwise reverse engineer or attempt to reconstruct, derive, or discover any source code, underlying ideas, algorithms, formulae, routines, file formats, data structures, programming, routines, interoperability interfaces, drawings, or plans from the Software, or any data or information created, compiled, displayed, or accessible through the Subscription Services, in whole or in part. Customer agrees during the term of this Agreement, and thereafter, to hold the confidential information and proprietary trade secrets of ShotSpotter in strict confidence and to not permit any person or entity to obtain access to it except as required for the Customer's exercise of the license rights granted under this Agreement. Nothing in this Agreement is intended to or shall limit any rights or remedies under applicable law relating to trade secrets, including the Uniform Trade Secrets Act as enacted in applicable jurisdictions.

C. Customer Confidential Information

During the term of this Agreement or any subsequent renewals, ShotSpotter agrees to maintain Customer information designated by the Customer as confidential to which ShotSpotter gains access in the performance of its obligations under this Agreement, and not disclose such Customer Confidential Information to any third parties except as may be required by law. ShotSpotter agrees that Customer's Confidential Information shall be used solely for the purpose of performing ShotSpotter's obligations under this Agreement.

D. Obligations of the Parties.

The receiving Party's ("Recipient") obligations under this section shall not apply to any of the disclosing Party's ("Discloser") Confidential Information that Recipient can document: (a) was in the public domain at or subsequent to the time such Confidential Information was communicated to Recipient by Discloser through no fault of Recipient; (b) was rightfully in Recipient's possession free of any obligation of confidence at or subsequent to the time such Confidential Information was communicated to Recipient by such Discloser; (c) was developed by employees or agents of Recipient independently of and without reference to any of Discloser's Confidential Information; or (d) was communicated by Discloser to an unaffiliated third party free of any obligation of confidence. A disclosure by Recipient of any Discloser Confidential Information (a) in response to a valid order by a court or

other governmental body; (b) as otherwise required by law; or (c) necessary to establish the rights of either party under this Agreement shall not be considered to be a breach of this Agreement by the Recipient; provided, however, that Recipient shall provide prompt prior written notice thereof to the Discloser to enable Discloser to seek a protective order or otherwise prevent such disclosure. The Recipient shall use reasonable controls to protect the confidentiality of and restrict access to all Confidential Information of the Discloser to those persons having a specific need to know for the purpose of performing the Recipient's obligations under this Agreement. The Recipient shall use controls no less protective than Recipient uses to secure and protect its own confidential, but not "Classified" or otherwise Government-legended, information. Upon termination of this Agreement the Recipient, as directed by the Discloser, shall either return the Discloser's Confidential Information, or destroy all copies thereof and verify such destruction in writing to the Discloser.

Unless the Recipient obtains prior written consent from the Discloser, the Recipient agrees that it will not reproduce, use for purposes other than those expressly permitted in this Agreement, disclose, sell, license, afford access to, distribute, or disseminate any information designated by the Discloser as confidential.

7. LIMITED WARRANTIES

ShotSpotter warrants that the Software will function in substantial conformity with the ShotSpotter documentation accompanying the Software and Subscription Services. The Software covered under this warranty consists exclusively of the ShotSpotter Dispatch, ShotSpotter Respond, and ShotSpotter Insight applications and user interface made available to the Customer under this Agreement. ShotSpotter will provide support services as defined in Exhibit B Service Level Agreement.

- A. ShotSpotter further warrants that the Subscription Services, Data, and Software shall be free of viruses, Trojan horses, worms, spyware, or other malicious code or components.
- B. The Subscription Services are not designed, sold, or intended to be used to detect, intercept, transmit, or record oral or other communications of any kind. ShotSpotter cannot control how the Subscription Services are used, and, accordingly, ShotSpotter does not warrant or represent, expressly or implicitly, that use of the Subscription Services will comply or conform to the requirements of federal, state, or local statutes, ordinances, and laws, or that use of the Subscription Services will not violate the privacy rights of third parties. Customer shall be solely responsible

for using the Subscription Services in full compliance with applicable law and the rights of third persons.

- C. ShotSpotter does not warrant or represent, expressly or implicitly, that the Software or Subscription Services or its use will: result in the prevention of crime, apprehension or conviction of any perpetrator of any crime, or detection of any criminal; prevent any loss, death, injury, or damage to property due to the discharge of a firearm or other weapon; in all cases result in a Reviewed Alert for all firearm discharges within the designated coverage area; or that the ShotSpotter-supplied network will remain in operation at all times or under all conditions.
- D. ShotSpotter expressly disclaims, and does not undertake or assume any duty, obligation, or responsibility for any decisions, actions, reactions, responses, failure to act, or inaction, by Customer as a result of or in reliance on, in whole or in part, any Subscription Services or Reviewed Alerts provided by ShotSpotter, or for any consequences or outcomes, including any death, injury, or loss or damage to any property, arising from or caused by any such decisions, actions, reactions, responses, failure to act, or inaction. It shall be the sole and exclusive responsibility of the Customer to determine appropriate decisions, actions, reactions, or responses, including whether or not to dispatch emergency responder resources. The Customer hereby expressly assumes all risks and liability associated with any and all action, reaction, response, and dispatch decisions, and for all consequences and outcomes arising from or caused by any decisions made or not made by the Customer in reliance, in whole or in part, on any Subscription Services provided by ShotSpotter, including any death, injury, or loss or damage to any property.
- E. Any and all warranties, express or implied, of fitness for high-risk purposes requiring fail-safe performance are hereby expressly disclaimed.
- F. The Parties acknowledge and agree that the Subscription Services is not a consumer good, and is not intended for sale to or use by or for personal, family, or household use.

EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 7, SHOTSPOTTER MAKES AND CUSTOMER RECEIVES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF NON-INFRINGEMENT, QUALITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. CUSTOMER OBLIGATIONS.

Customer acknowledges and agrees that ShotSpotter's duties, including warranty obligations, and ability to perform its obligations to Customer under this Agreement shall be predicated and conditioned upon Customer's timely performance of and compliance with Customer's obligations hereunder, including, but not limited to:

- A. Customer agrees to pay all sums due under this Agreement when they are due pursuant to the payment terms in Exhibit A for implementation, and ongoing annual subscription fees. Actual access and use of the ShotSpotter Service shall constitute evidence that the Subscription Services are active, and the final implementation payment is due.

Customer's address for invoicing:
City of DeSoto, Texas
Attention: Accounting
200 East Pleasant Run Road, Suite A
DeSoto, Texas 75115

- B. Customer agrees to use reasonable efforts to timely perform and comply with all of Customer's obligations allocated to Customer under this Agreement, including providing assistance to ShotSpotter, as needed in obtaining premise permissions for installation of the Sensors.
- C. Customer shall not permit any alteration, modification, substitution, or supplementation of the ShotSpotter Subscription Services or web portal, or the combining, connection, merging, bundling, or integration of the ShotSpotter Subscription Services or web portal into or with any other system, equipment, hardware, software, technology, function, or capability, without ShotSpotter's express prior written consent.
- D. Unless otherwise expressly agreed in advance in writing by ShotSpotter, Customer shall not authorize or appoint any contractors, subcontractors, original equipment manufacturers, value added integrators, systems integrators, or other third parties to operate, or have access to any part of the Subscription Services.
- E. In order to use the Subscription Services, Customer must have and maintain access to the World Wide Web to enable a secure https connection from the Customer's workstation(s) to ShotSpotter's hosted services, either directly or through devices that access Web-based content. Customer must also provide all equipment necessary to make such (and maintain such) connection.

- F. ShotSpotter will assist the Customer in initially setting up passwords and user names for Customer's employees, agents, or representatives to whom Customer designates access to the Subscription Services ("Authorized Users"). Thereafter, Customer shall be responsible for assigning passwords and user names for its Authorized Users. Customer shall be responsible for maintaining the confidentiality and use of Customer's password and user names and shall not allow passwords and/or user names to be shared by Authorized Users; nor shall Customer permit any unauthorized users to access the Subscription Services.
- G. Customer shall comply with all applicable laws, rules and regulations relating to the goods and services provided hereunder.

9. INTELLECTUAL PROPERTY INFRINGEMENT

ShotSpotter will, at its expense, defend and indemnify Customer from and against losses, suits, damages, liability, and expenses (including reasonable attorney fees) arising out of a claim asserted in a lawsuit or action against the Customer by a third party unrelated to the Customer, in which such third party asserts a claim that the Subscription Services and/or Software, when used in accordance with ShotSpotter's user documentation, infringes any United States patent which was issued by the U.S. Patent and Trademark Office, or United States copyright which was registered by the U.S. Copyright Office, as of the effective date of Customer's agreement to license the ShotSpotter Respond System (collectively "Action"), provided that Customer provides ShotSpotter with reasonably prompt notice of any such Action, or circumstances of which Customer becomes aware that could reasonably be expected to lead to such Action including but not limited to any cease and desist demands or warnings, and further provided that Customer cooperates with ShotSpotter and its defense counsel in the investigation and defense of such Action.

ShotSpotter shall have the right to choose counsel to defend such suit and/or action, and to control the settlement (including determining the terms and conditions of settlement) and the defense thereof. Customer may participate in the defense of such action at its own expense.

This Section 9 shall not apply and ShotSpotter shall have no obligation to defend and indemnify Customer in the event the Customer or a third party modifies, alters, substitutes, or supplements any of the Subscription Services, or Software, or to the extent that the claim of infringement arises from or relates to the integration, bundling, merger, or combination of any of the same with other hardware, software, systems, technologies, or components, functions, capabilities, or applications not licensed by ShotSpotter as part of the Subscription Services, nor shall it apply to the extent that the claim of infringement arises from or relates to meeting or conforming to any instruction, design, direction, or

specification furnished by the Customer, nor to the extent that the Subscription Services or Software are used for or in connection with any purpose, application, or function other than detecting and locating gunshots exclusively through acoustic means.

If, in ShotSpotter's opinion, the Subscription Services, or Software may, or is likely to become, the subject of such a suit or action, does become the subject of a claim asserted against Customer in a lawsuit which ShotSpotter is or may be obliged to defend under this section, or is determined to infringe the foregoing patents or copyrights of another in a final, non-appealable judgment subject to ShotSpotter's obligations under this section, then ShotSpotter may in full and final satisfaction of any and all of its obligations under this section, at its option: (1) procure for Customer the right to continue using the affected Subscription Services or Software, (2) modify or replace such Subscription Services or Software to make it or them non-infringing, or (3) refund to Customer a pro-rata portion of the annual Subscription Services fees paid for the Subscription Services for the term in which the Agreement is terminated.

This Section 9 states the entire liability of ShotSpotter and is Customer's exclusive remedy for or relating to infringement or claims or allegations of infringement of any patent, copyright, or other intellectual property rights in or to the Subscription Services, the ShotSpotter Gunshot Detection, Location and Forensic Analysis Service components, and Software. This section is in lieu of and replaces any other expressed, implied, or statutory warranty against infringement of any and all intellectual property rights.

10. INDEMNIFICATION AND LIMITATION OF LIABILITY

ShotSpotter shall, at its expense, indemnify, defend, save, and hold Customer harmless from any and all claims, lawsuits, or liability, including attorneys' fees and costs, arising out of, in connection with, any loss, damage, or injury to persons or property to the extent of the gross negligence, or wrongful act, error, or omission of ShotSpotter, its employees, agents, or subcontractors as a result of ShotSpotter's or any of its employees, agents, or subcontractor's performance pursuant to this Agreement. ShotSpotter shall not be required to indemnify Customer for any claims or actions caused to the extent of the negligence or wrongful act of Customer, its employees, agents, or contractors. Notwithstanding the foregoing, if a claim, lawsuit, or liability results from or is contributed to by the actions or omissions of Customer, or its employees, agents, or contractors, ShotSpotter's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

In no event shall either Party, or any of its affiliates or any of its/their respective directors, officers, members, attorneys, employees, or agents, be liable to the other

Party under any legal or equitable theory or claim, for lost profits, lost revenues, lost business opportunities, exemplary, punitive, special, indirect, incidental, or consequential damages, each of which is hereby excluded by agreement of the Parties, regardless of whether such damages were foreseeable or whether any Party or any entity has been advised of the possibility of such damages.

Except for its Intellectual Property infringement indemnity obligations under Section 9 of this Agreement, ShotSpotter's cumulative liability for all losses, claims, suits, controversies, breaches or damages for any cause whatsoever arising out of or related to this Agreement, whether in contract, tort, by way of indemnification or under statute, and regardless of the form of action or legal theory shall not exceed two (2) times the amount paid to ShotSpotter under this Agreement, or the amount of insurance maintained by ShotSpotter available to cover the loss, whichever is greater. The foregoing limitations shall apply without regard to any failure of essential purpose of any remedies given herein.

11. DEFAULT AND TERMINATION; REMEDIES

Either Party may terminate this Agreement in the event of a material breach of the terms and conditions of this Agreement upon thirty (30) days' prior written notice to the other Party; provided that the Party alleged to be in breach has not cured such breach within said thirty (30) day period. In the event of a violation of ShotSpotter's intellectual property rights, ShotSpotter may terminate this Agreement immediately upon written notice to Customer.

In addition to failure to pay annual Subscription Services fees, upon the occurrence of a material breach of Customer's obligations under this Agreement not susceptible to cure as provided in the preceding paragraph, ShotSpotter may at its option, effective immediately upon written notice to Customer, either: (i) terminate ShotSpotter's future obligations under this Agreement, terminate Customer's License to use the Subscription Services and Software, or (ii) accelerate and declare immediately due and payable all remaining charges for the remainder of the Agreement and proceed in any lawful manner to obtain satisfaction of the same.

12. TAXES

Unless otherwise included as a line item in Exhibit A, the fees due under this Agreement exclude any sales, use, value added or similar taxes that may be imposed in connection with this Agreement. Customer agrees that it shall be solely responsible for payment, or reimbursement to ShotSpotter as applicable, of all sales, use, value added or similar taxes imposed upon this Agreement by any level of government, whether due at the time of sale

or asserted later as a result of audit of the financial records of either Customer or ShotSpotter. If exempt from such taxes, Customer shall provide to ShotSpotter written evidence of such exemption. Customer shall also pay any personal property taxes levied by government agencies based upon Customer's use or possession of the items acquired or licensed in this Agreement.

13. NOTICES

Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for Customer, to:

City of DeSoto, Texas
Attn: Brandon Wright
211 E. Pleasant Run Road, Suite A
DeSoto, Texas 75115
Phone: (972) 274-2489

With a copy to:

Joseph J. Gorfida, Jr.
Nichols, Jackson, Dillard, Hager
& Smith, L.L.P.
1800 Ross Tower
500 North Akard
Dallas, Texas 75201
Phone: (214) 965-9900

If intended for ShotSpotter, to:

ShotSpotter, Inc.
Attn: CFO
39300 Civic Center Drive, Suite 300
Fremont, California 94538
Phone: 1-888-274-6877

14. FORCE MAJEURE

In no event shall ShotSpotter be liable for any delay or default in its performance of any obligation under this Agreement caused directly or indirectly by an act or omission of Customer, or persons acting under its direction and/or control, fire, flood, act of God, an act or omission of civil or military authority of a state or nation, strike, lockout, or other labor disputes, inability to secure, delay in securing, or shortage of labor or materials, supplies, transportation, or energy, failures, outages or denial of services of wireless, power, telecommunications, or computer networks, acts of terrorism, sabotage, vandalism, hacking, natural disaster or emergency, war, riot, embargo, or civil disturbance, breakdown or destruction of plant or equipment, or arising from any cause whatsoever beyond ShotSpotter's reasonable control. At ShotSpotter's option and

following notice to Customer, any of the foregoing causes shall be deemed to suspend such obligations of ShotSpotter so long as any such cause shall prevent or delay performance, and ShotSpotter agrees to make and Customer agrees to accept performance of such obligations whenever such cause has been remedied.

15. ENTIRE AGREEMENT

This Agreement and its Exhibits represent the entire agreement and understanding of the Parties and a final expression of their agreements with respect to the subject matter of this Agreement and supersedes all prior written or oral agreements, representations, understandings, or negotiations with respect to the matters covered by this Agreement.

16. GOVERNING LAW

The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said Court.

17. OTHER GOVERNMENTAL ENTITIES

Other governmental entities in the state of Texas who desire to implement and purchase an annual subscription service for ShotSpotter's Gunshot Detection, Location, and Forensic Analysis Service may do so under the same terms and conditions set forth in this Agreement, which is the result of a competitive bid process and ShotSpotter's proposal response thereto. Each such agency will be required to enter into a separate ShotSpotter Respond Services Agreement, including a separate Exhibit A which will define the coverage area and fees for that agency. Customer shall not be deemed to be a party to, nor shall Customer have any responsibility in connection with, any agreement executed between ShotSpotter and any other such governmental agency.

18. NO WAIVER

No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by both Parties. Any consent by either Party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of, or excuse for any other, different, prior, or subsequent breach.

The failure of either Party to enforce at any time any of the provisions of this Agreement shall not constitute a present or future waiver of any such provisions or the right of either Party to enforce each and every provision.

19. SEVERABILITY

If any term, clause, sentence, paragraph, article, subsection, section, provision, condition or covenant of this Agreement is held to be invalid or unenforceable, for any reason, it shall not affect, impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be confined to the term, clause, sentence, paragraph, article, subsection, section, provision, condition or covenant of this Agreement so adjudged to be invalid or unenforceable.

20. DISPUTE RESOLUTION

If the Parties disagree as to any matter arising under this Agreement or the relationship and dealings of the Parties hereto, then at the request of either Party, ShotSpotter and Customer shall promptly consult with one another and make diligent, good faith efforts to resolve the disagreement by negotiation prior to either Party taking legal action. If such negotiations do not resolve the dispute within sixty (60) days of the initial request, either Party may take appropriate legal action.

21. ASSIGNMENT

This Agreement may not be assigned or transferred by either Party, nor any of the rights granted herein, in whole or in part, by operation of law or otherwise, without the other Party's express prior written consent, which shall not be unreasonably withheld. Provided, however, that ShotSpotter may assign or transfer this Agreement and/or ShotSpotter's rights and obligations hereunder, in whole or in part, in the event of a merger or acquisition of all or substantially all of ShotSpotter's assets. No assignee for the benefit of Customer's creditors, custodian, receiver, trustee in bankruptcy, debtor in possession, sheriff, or any other officer of a court, or other person charged with taking custody of Customer's assets or business, shall have any right to continue or to assume or to assign these without ShotSpotter's express consent.

22. COMPLIANCE WITH LAWS

During the term of this Agreement ShotSpotter will comply with all applicable local, state, and federal laws, statutes and regulations.

23. EQUAL EMPLOYMENT OPPORTUNITY

ShotSpotter is committed to equal-employment principles, and the provisions outlined in the Equal Opportunity Clauses of Executive Order 11246, (41 CFR 60- 1.4), section 503 of the Rehabilitation Act of 1973, (41 CFR 60-741.5(a)), section 402 of the Vietnam Era Veterans Readjustment Act of 1974, (41 CFR 60-250.5(a)), and, the Jobs for Veterans Act of 2003, (41 CFR 60-300.5(a)) as well as any other regulations pertaining to these orders.

ShotSpotter's decisions and criteria governing its hiring and employment practices are made in a non-discriminatory manner, without regard to age, race, color, national origin, citizenship status, gender (including pregnancy, childbirth or medical condition related to pregnancy or childbirth), gender identity or expression, sex, religion, creed, physical or mental disability, medical condition, legally protected genetic information, marital status, veteran status, military status, sexual orientation, or any other factor determined to be an unlawful basis for such decisions by federal, state, or local statutes.

24. AVAILABILITY OF FUNDS

If monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, this Agreement shall be canceled effective upon the end of any period for which funds had previously been appropriated without further financial obligation of the Customer.

25. INSURANCE

ShotSpotter shall provide and maintain for the duration of this Agreement and, for the benefit of Customer (naming Customer and its officers, agents and employees as additional insureds), insurance coverage as set forth in Exhibit "A" attached hereto. ShotSpotter shall provide a signed Certificate of Insurance verifying that ShotSpotter has obtained the required insurance coverage, and naming Customer as an additional insured prior to the Effective Date of this Agreement.

26. AMENDMENTS

This Agreement may be amended by the mutual written agreement of the Parties.

27. EXHIBITS

The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

28. CONFLICTS OF INTEREST

ShotSpotter represents that no official or employee of Customer has any direct or indirect pecuniary interest in this Agreement.

29. AUDITS AND RECORDS

ShotSpotter agrees that during the term hereof, Customer and its representatives may, during ShotSpotter's normal business hours and as often as deemed necessary, with reasonable prior notice, inspect, audit, examine and reproduce any and all of ShotSpotter's records relating to the services provided pursuant to this Agreement for a

period of one year following the date of completion of services as determined by Customer or date of termination if sooner. Customer will be responsible for its expenses related to such audit(s).

30. RELATIONSHIP OF PARTIES

It is understood and agreed by and between the Parties that in satisfying the conditions of this Agreement, that ShotSpotter is acting independently, and that Customer assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by ShotSpotter pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of Customer. ShotSpotter shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. As such, Customer shall not: train ShotSpotter, require ShotSpotter to devote its full-time services to Customer, or dictate ShotSpotter's sequence of work or location at which Customer performs their work.

31. BOYCOTT ISRAEL, BOYCOTT ENERGY COMPANIES, AND PROHIBITION OF DISCRIMINATION AGAINST FIREARM ENTITIES AND FIREARM TRADE ASSOCIATIONS

- (a) ShotSpotter verifies that it does not Boycott Israel and agrees that during the term of the Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.
- (b) ShotSpotter verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended.
- (c) ShotSpotter verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as those terms are defined in Texas Government Code Section 2274.001, as amended; and (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.
- (d) This section does not apply if ShotSpotter is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) ShotSpotter has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

32. GENERAL PROVISIONS

- A. This Agreement shall be binding on and inure to the benefit of the Parties and any permitted successors and assigns; however, nothing in this paragraph shall be

construed as a consent to any assignment by either Party except as provided in Section 21 of this Agreement.

- B. This Agreement shall not become a binding contract until signed by an authorized representative of each Party, effective as of the date of signature.
- C. This Agreement may be executed in any number of identical counterparts, each of which shall be deemed a duplicate original.
- D. The provisions of this Agreement shall not be construed in favor of or against either Party because that Party or its legal counsel drafted this Agreement, but shall be construed as if all Parties prepared this Agreement.
- E. A facsimile or scanned signature copy of this Agreement and its Exhibits, notices and documents prepared under this Agreement shall be considered an original. The Parties agree that any document in electronic format or any document reproduced from an electronic format shall not be denied legal effect, validity, or enforceability, and shall meet any requirement to provide an original or hard copy.
- F. This Agreement is made for the benefit of the Parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the Parties to terminate, rescind, or agree to any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party.

EACH PARTY'S ACCEPTANCE HEREOF IS EXPRESSLY LIMITED TO THE TERMS OF THIS AGREEMENT AND NO DIFFERENT OR ADDITIONAL TERMS CONTAINED IN ANY CONFIRMATION, PURCHASE ORDER, AMENDMENT OR OTHER BUSINESS FORM, WRITING OR MATERIAL SHALL HAVE ANY FORCE OR EFFECT UNLESS EXPRESSLY AGREED TO IN WRITING BY THE PARTIES.

SIGNATURE PAGE FOLLOWS

EXECUTED this _____ day of _____, 2022.

City of DeSoto, Texas

By: _____
Brandon Wright, City Manager

Approved as to form:

By: _____
Joseph J. Gorfida, Jr.
(06-08-2022: FINAL TM 130008))

EXECUTED this _____ day of _____, 2022.

ShotSpotter, Inc.

By: _____
Name: _____
Title: _____

EXHIBIT A – SHOTSPOTTER PROPOSAL

ShotSpotter Amended Proposal No.: ID 2022-007 (Attached)



**Amended Proposal for Gunfire Detection System
for City of DeSoto, Texas**

May 12, 2022

Proposal ID: 2022-007 Amended

Submitted by: Jason Silva – Account Executive, Western Region
510.513.3921 mobile
650.877.2106 fax
jsilva@shotspotter.com

ShotSpotter, Inc.
39300 Civic Center Drive, Suite 300
Fremont, California 94538
888.274.6877
www.shotspotter.com

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Executive Summary

Introduction

ShotSpotter is pleased to present this amended proposal in response to the City of DeSoto's RFP for Gunfire Detection System (RFP #2022-007). ShotSpotter's Proposal has been amended to revise the pricing and payment terms to reflect a 2.0 square mile coverage area for a three-year term, and include a proposed coverage area map, per the City's request dated July 7, 2022. There are no other changes to ShotSpotter's Proposal response.

The proposed ShotSpotter Respond™ solution is designed to identify, locate, and track active gunfire, and will support the DeSoto Police Department's efforts to respond to and investigate gunfire incidents more effectively. The proposed solution is deployed across the country, serving agencies of all sizes that are committed to leveraging our real-time gunfire intelligence to reduce gun violence and build community trust.

The ShotSpotter gunshot detection, alert, and analysis services provide what would be otherwise unobtainable, critical real-time gunfire intelligence. The core capabilities of the ShotSpotter solution are:

- **DETECT** – ShotSpotter detects and locates gunfire incidents enabling a fast, precise response to over 90% of shooting incidents within the targeted areas. This has a powerful deterrent effect and disrupts the gun violence cycle.
- **PROTECT** – ShotSpotter helps to protect officers by providing them with comprehensive data on the actual amount of gunfire activity that occurs in the neighborhoods they patrol and provides critical situational awareness when responding to specific incidents.
- **CONNECT** – By applying community policing-oriented best practices, ShotSpotter provides a unique opportunity for law enforcement agencies to connect with vulnerable communities. Rapid response to gunfire incidents in communities that have been most impacted by gun violence builds positive attitudes towards law enforcement and leads to more constructive engagements and cooperation.

ShotSpotter has become an indispensable crime-fighting tool for these agencies, in light of the community dynamics that fuel gun violence and the well-documented challenges of relying solely on 9-1-1 calls for service:

- **Under-reporting of persistent gunfire:** Nationwide, on average, less than 20% of gunfire

incidents are reported to 9-1-1. Why don't residents call? The answer is complex, but typically involves the following concerns:

- Recognition: "Was that gunfire, fireworks, or something else?"
- Retaliation: "If they find out I called, will they come after me?"
- Resignation: "No one came the last time I called..."

Without ShotSpotter, most law enforcement agencies are working with an 80% to 90% deficiency in their gun violence-related intelligence.

- **Late and inaccurate information:** When a citizen reports a gunfire incident, the 9-1-1 call typically comes several minutes after the event has occurred, and based on analysis, the location provided is usually mislocated by 750 feet (on average). As a result, valuable time and resources are wasted trying to locate the incident, diminishing the opportunity to identify suspects and witnesses, recover evidence, and, most important, render life-saving aid to victims.

The ability to receive near real-time gunfire intelligence data provides law enforcement agencies with a critical advantage in their efforts to reduce and prevent gun violence and improve officer safety. Specific results include:

- Officers can more quickly and more accurately go directly to the scene of the shooting
- Situational awareness is vastly improved over what is available when relying solely on the 9-1-1 system
- Law enforcement has a better chance of arriving before the shooter has left the scene
- Officers are much more likely to find evidence in the form of shell casings (which, in conjunction with NIBIN/IBIS, provide valuable investigative leads) and/or other ground truth that can aid in the investigation
- Officers are more likely to find witnesses who may have information that can aid in the investigation
- Community engagement is heightened, which often translates into more information from the community (e.g., tip lines, field interviews, etc.)
- Targeted enforcement (precision policing) is enhanced
- More court-admissible and scientifically sound forensic evidence is available to strengthen prosecutions of the worst offenders

How it Works

Based on an analysis of known gunfire-related crimes, the ShotSpotter team designs and deploys networked sensors within the targeted coverage area. These acoustic arrays detect and locate gunshot activity within the coverage area and report that information to ShotSpotter's Incident Review Center (IRC) which is staffed 24/7/365. ShotSpotter uses a two-factor incident review process to minimize false alerts. The first tier is performed by sophisticated AI software. Once the software has performed an initial review and filtered out any incidents that are determined not to be gunfire (e.g., helicopter noise, fireworks, etc.), the data is received at our IRC.

The IRC review process is performed by a team of highly trained acoustic experts. In addition to examination of the incident audio, the review process involves examination of visual characteristics of the detected pulses and the incident, such as the number of participating sensors, the wave form, pulse alignment, and the direction of sound. The IRC review results in publishing (Gunshot or Probable Gunshot) or dismissal (Non-Gunshot) of the incident with a high level of precision. If the reviewer classifies the incident as a gunshot, the reviewer sends an alert, including location information and an audio snippet, to law enforcement agencies via a password-protected application on a mobile phone, in-car laptop, or computer. In addition to the dot on the map and audio, ShotSpotter provides details such as number of shots fired, whether multiple shooters are involved, and whether high-capacity and/or fully automatic weapons are being used. This entire process (i.e., recording the impulsive sound, two-factor review, and publishing alerts to authorized users) is designed to be completed in less than 60 seconds (but is often completed within 25 to 30 seconds).

ShotSpotter customers receive a contextually rich, detailed gunfire alert that enables a fast, precise, and safer response to gunfire incidents. In addition, ShotSpotter alerts can also trigger other technology platforms such as cameras that can pan and zoom in the direction of an event. ShotSpotter has also successfully integrated with a wide range of third-party applications such as CAD, RMS, License Plate Readers, drones, and other applications.

ShotSpotter Alignment with DeSoto Police Department Goals

The DeSoto Police Department requires a solution that notifies, directs, and assists their patrol efforts when responding to gunfire. The Department also needs a more reliable way to receive notifications of gunfire events, as they are not consistently alerted to gunfire via 9-1-1.

ShotSpotter's Respond solution aligns with the Department's need to be more proactive and diligent to serve the community in a more efficient manner by:

- Bridging the gap between the Department and citizens not calling 9-1-1 to advise of gunfire events
- Creating an opportunity to engage the community in a meaningful way with every gunshot alert
- Creating significant tactical advantage in support of patrol responding to gunfire
- Adopting best practices that will allow improved internal operations, and optimal resource allocations

We recognize the Department's efforts to address these issues through a combination of data-driven policing, technology, and community involvement. The addition of ShotSpotter's Respond technology, in conjunction with our recommended best practices, will provide the Department with an effective force-multiplier, enabling the Police Department to efficiently deploy resources, to increase situational awareness, and achieve reductions in gunfire and violent crime.

In addition to these important benefits, ShotSpotter also provides invaluable data that can be analyzed to move law enforcement agencies from a reactive to a proactive position. Our gunshot detection solutions have historically helped law enforcement agencies to:

- Effectively identify, analyze, and respond to gun crime
- Increase casings collection programs (which, in conjunction with NIBIN/IBIS, provide valuable investigative leads)
- Build an extensive casings database to maximize data value:
 - Data can be analyzed in conjunction with ShotSpotter data to identify "hot addresses"
 - Results inform deployment of resources and targeted investigations
- Faster turnaround time for results with NIBIN program can lead to more cases being solved more quickly

ShotSpotter forensic evidence can be a powerful demonstrative tool for a prosecutor at trial. The audio of the gunfire played for the jury during trial and the precise timing and location of the gunfire plotted onto a Google Earth map can be compelling and tangible evidence against a defendant. ShotSpotter forensic evidence has been testified to by our expert witnesses in over 100 prosecutions in criminal courts throughout the United States.

Finally, our goal is not to simply deliver technology, but to become a valuable partner. To that end, the ShotSpotter Customer Success Team comprises former law enforcement executives who have first-hand experience in successfully deploying and using ShotSpotter Respond. Our mission is your success: our Customer Success Team will work closely with the Department from the earliest stages of your deployment through the life of the subscription to ensure that the Department has full access to our best practices and training components that drive successful outcomes.

We appreciate your consideration of our proposal. ShotSpotter is committed to your success and we look forward to partnering with you to make ShotSpotter a key component of your efforts to reduce gun crime in the City of DeSoto.

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Response to RFP for Gunfire Detection System

Response Terminology

ShotSpotter has responded point by point to the RFP requirements using the following response terminology:

Response Terminology	Definition
Understood	ShotSpotter has read and understands the requirement.
Complies	ShotSpotter's response complies with the requirement.
Partially Complies	ShotSpotter's response partially complies with the requirement; specific exceptions or deviations are described in detail.
Exception	ShotSpotter's response does not comply with the requirement.
Alternative Method	ShotSpotter's response provides an alternative methodology, described in detail, which meets the intent of the requirement.

RFP Requirement:

The City of DeSoto is seeking proposals for a Gunfire Location, Alert, and Analysis Service, leveraging a Wide-Area Acoustic Surveillance System (the "Service"), that detects gunfire and conveys incident alerts to our desired endpoints (e.g., PSAP, command staff desks, and field-based response personnel). The City anticipates initial and subsequent deployments to uniformly detect and alert for gunfire activity throughout one or more areas, where the smallest area is 1 square mile. DeSoto is a mostly built out residential suburb of the Dallas / Fort Worth metroplex with a population of 56,145 and 21.6 square miles. PSAP services are provided by the Southwest Regional Communication Center (SWRCC) located in DeSoto and serving the cities of DeSoto, Cedar Hill, and Duncanville. The DeSoto police department currently has 81 authorized sworn positions.

ShotSpotter Response: Understood

RFP Requirement:

1.0 SUBMISSION OF PROPOSALS

1.1 One (1) original, five (5) copies, and one (1) USB flash drive of all Proposal documents shall be submitted in sealed packages. Responder's name and address should be marked on the outside of the envelope. Facsimile transmittals or offers communicated by telephone will not be accepted or considered. Proposal information that is not submitted in sealed packages will not be considered.

1.2 Mail or Deliver Sealed Responses to the Following Address:

City of DeSoto
Purchasing Department
Attention: Natasha Tucker, Purchasing Manager
211 E. Pleasant Run Road
DeSoto, Texas 75115

ShotSpotter Response: Complies

RFP Requirement:**2.0 DELIVERY OF PROPOSALS**

Proposals must be received in the City of DeSoto's Purchasing Department no later than 1:30 p.m., April 28, 2022. The submitting Responder is responsible for the means of delivering the Proposals to the location listed in paragraph 1.2 on time. Delays due to any instrumentality used to transmit the Proposals including delay occasioned by the Responder or the City of DeSoto's internal mailing system will be the responsibility of the Responder. Proposals must be completed and delivered in sufficient time to avoid disqualification for lateness due to difficulties in delivery. The time and date recorded in City of DeSoto Development Services Department is the official clock for determining whether submittals are submitted timely. Late Proposals will not be accepted under any circumstances.

ShotSpotter Response: Understood

Addendum 1, released on April 26, 2022 extended the due date to May 12, 2022 at 11:30 am.

RFP Requirement:**3.0 PROPRIETARY INFORMATION**

3.1 If a Responder does not desire proprietary information in the Proposal to be disclosed, it is required to identify all proprietary information in the Proposal. This identification will be done by individually marking each page with the words "Proprietary Information" on which such proprietary information is found. If the Responder fails to identify proprietary information, it agrees that by submission of its Proposal that those sections shall be deemed non-proprietary and made available upon public request.

3.2 Responders are advised that the City, to the extent permitted by law, will protect the confidentiality of their Proposals. Responder shall consider the implications of the Texas Public Information Act, particularly after the RFP process has ceased and the Contract has been awarded. While there are provisions in the Texas Public Information Act to protect proprietary information, where the Responder can meet certain evidentiary standards, please be advised that a determination on whether those standards have been met will not be decided by the City of DeSoto, but by the Office of the Attorney General of the State of Texas. In the event a request for public information is made, the City will notify the Responder, who may then request an opinion from the Attorney General pursuant to 552.305, Texas Government Code. The City will not make a request of the Attorney General.

ShotSpotter Response: Understood**RFP Requirement:****4.0 COMPLETION OF RESPONSES**

4.1 Information presented in the Proposals will be used to evaluate the professional qualifications of the Responder(s) and to determine the Responder(s) which will be selected to provide professional services to the City.

4.2 Responses shall be completed in accordance with the requirements of this RFP. Statements made by a Responder shall be without ambiguity, and with adequate elaboration, where necessary, for clear understanding.

ShotSpotter Response: Understood

RFP Requirement:**5.0 CLARIFICATIONS AND ISSUANCE OF ADDENDA**

5.1 Any explanation, clarification, or interpretation desired by a Responder regarding any part of this RFP must be requested from the Purchasing Department, at least ten (10) days prior to the published submission deadline, as referenced in Section 2.0 of this RFP.

5.2 If the City, in its sole discretion, determines that a clarification is required, such clarification shall be issued in writing. Interpretations, corrections or changes to the RFP made in any other manner other than writing are not binding upon the City, and Responders shall not rely upon such interpretations, corrections or changes. Oral explanations or instructions given before the award of the Contract are not binding.

5.3 Requests for explanations or clarifications should be submitted via PublicPurchase.com or emailed to ntucker@DeSototexas.gov. Emails must clearly identify the RFP Number and Title.

5.4 Any interpretations, corrections or changes to this RFP will be made by addendum. Sole issuing authority of addenda shall be vested in the City of DeSoto Purchasing Department. Responders shall acknowledge receipt of all addenda within the responses.

ShotSpotter Response: Complies

ShotSpotter acknowledges Addendum 1, released on April 26.

RFP Requirement:**6.0 WITHDRAWAL OF PROPOSALS**

A representative of the company may withdraw a Proposal at any time prior to the RFP submission deadline, upon presentation of acceptable identification as a representative of such company.

ShotSpotter Response: Understood**RFP Requirement:****7.0 AWARD OF CONTRACT**

7.1 It is understood that the City reserves the right to accept or reject any and all Proposals and to re-solicit for Proposals, as it shall deem to be in the best interests of the City of DeSoto. Receipt and consideration of any Proposals shall under no circumstances obligate the City of DeSoto to accept any Proposals. If an award of contract is made, it shall be made to the responsible Responder whose Proposal is determined to be the best evaluated offer taking into consideration the relative importance of the evaluation factors set forth in the RFP.

7.2 The City reserves the right to award a single contract or multiple contracts by section listed in the Scope of Work.

7.3 Tentative Schedule of Events

RFP Release Date April 14, 2022

Pre-Proposal Conference April 20, 2022

Deadline for Questions April 22, 2022

Proposals Due Date April 28, 2022

ShotSpotter Response: Understood

RFP Requirement:

8.0 PERIOD OF ACCEPTANCE

Responder acknowledges that by submitting the Proposal, Responder makes an offer that, if accepted in whole or part by the City, constitutes a valid and binding contract as to any and all items accepted in writing by the City. The period of acceptance of Proposals is one hundred and eighty (180) calendar days from the date of opening, unless the Responder notes a different period.

ShotSpotter Response: Partially Complies

ShotSpotter understands that its proposal response is binding and respectfully proposes that the resulting contract to be negotiated with the City will form the binding contract, together with its exhibits, which will include ShotSpotter's proposal response.

RFP Requirement:

9.0 TAX EXEMPTION

The City of DeSoto is exempt from Federal Excise and State Sale Tax; therefore, tax must not be included in any contract that may be awarded from this RFP.

ShotSpotter Response: Understood

RFP Requirement:

10.0 COST INCURRED IN RESPONDING

All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a Proposals which may be required by the City shall be the sole responsibility of and shall be borne by the participating Responders.

ShotSpotter Response: Understood

RFP Requirement:

11.0 CONTRACT INCORPORATION

The contract documents shall include the City's Contract and such other terms and conditions as the parties may agree.

ShotSpotter Response: Partially Complies

ShotSpotter will negotiate in good faith with the City to arrive at a contract with mutually acceptable terms and conditions. ShotSpotter has provided a sample of its Respond Services Agreement at Attachment H, which defines ShotSpotter's terms for use, licensing, warranty, and

support of its ShotSpotter Respond Gunshot Location, Detection, and Forensic Analysis services.

RFP Requirement:**12.0 NON-ENDORSEMENT**

If a Proposal is accepted, the successful Responder, hereinafter "Contractor," shall not issue any news releases or other statements pertaining to the award or servicing of the Contract that state or imply the City of DeSoto's endorsement of the successful Responder's services.

ShotSpotter Response: Understood**RFP Requirement:****13.0 UNAUTHORIZED COMMUNICATIONS**

After release of this solicitation, Responders' contact regarding this RFP with members of the RFP evaluation, interview or selection panels, employees of the City or officials of the City other than the Purchasing Manager, Buyer, or as otherwise indicated is prohibited and may result in disqualification from this procurement process. No officer, employee, agent or representative of the Responders shall have any contact or discussion, verbal or written, with any members of the City Council, members of the RFP evaluation, interview, or selection panels, City staff or City's Contractors, or directly or indirectly through others, seek to influence any City Council member, City staff, or City's Contractors regarding any matters pertaining to this solicitation, except as herein provided. If a representative of any Responders violates the foregoing prohibition by contacting any of the above listed parties with whom contact is not authorized, such contact may result in the Responders being disqualified from the procurement process. Any oral communications are considered unofficial and non-binding with regard to this RFP. All questions and inquiries regarding this RFP must be submitted in writing through the Public Purchase portal or by contacting the Purchasing division at purchasing@desototexas.gov.

ShotSpotter Response: Understood**RFP Requirement:****14.0 RFP EVALUATION PROCESS**

14.1 An evaluation committee will evaluate the responses to this best value Request for Proposals, may request clarification from one or more Responders, and may recommend one or more vendors to the City Council. Selection of a Contractor may be made without discussion with Responders after Proposals are received. Proposals should, therefore, be submitted on the most favorable terms.

14.2 The City's evaluation panel will review all responsive submittals and select the best evaluated Proposals for further review.

14.3 The City anticipates selecting Responder(s) that will be recommended to the City Council for award of a contract to provide the requested services to the City of DeSoto.

14.4 The City reserves the right to reject any or all Proposals.

ShotSpotter Response: Understood

RFP Requirement:**15.0 BEST VALUE PROPOSAL EVALUATION FACTORS**

The proposal evaluation process is designed to award the contract, not necessarily to the Respondent of least cost, but rather to the Respondent with the best combination of attributes (i.e., qualifications and experience, cost) based upon the evaluation factors specifically established for this RFP.

Respondents must provide all information outlined in the Evaluation Factors to be considered responsive. Proposals will be evaluated based on the responsiveness of the Respondent's information to the Evaluation Factors which will demonstrate the Respondent's understanding of the Evaluation Factors and capacity to perform the required services of this Request for Qualifications. Proposals will be evaluated based on the following Evaluation Factors:

RFP Requirement:**Evaluation Factor 15.1 Detection Effectiveness and Reliability**

This includes system uptime, accuracy and speed of the verification system, location accuracy, error rate, and similar performance metrics and guarantees. The ability of the proposed system to reliably identify additional characteristics of the event detected will also be considered.

ShotSpotter Response: Complies

ShotSpotter guarantees incident location accuracies to within 25 meters. Furthermore, ShotSpotter guarantees that Respond will be deployed, tuned, and tested such that it will detect a minimum of 90% of the aggregated, community-generated, detectable gunfire that occurs in outdoor areas within the perimeter of an agreed-to coverage area. A valid detection is one in which the system calculates the origin of the discharge to within 25 meters of its actual and proven occurrence (otherwise it is not considered a "detection"). Our customers generally confirm their systems meet and exceed the minimum guaranteed detection rate and location accuracy throughout the entire coverage area.

Respond uses a two-factor incident review process to minimize false alerts. The first tier is performed by sophisticated AI software. Once the software performs an initial review and filters out any incidents that are determined not to be gunfire (e.g., helicopter noise, fireworks, etc.), the data is received at our Incident Review Center (IRC).

The IRC review process is performed by a team of highly trained acoustic experts. In addition to examining the incident audio, the review process involves examining visual characteristics of the detected pulses and the incident, such as the number of participating sensors, the wave form, pulse alignment, and the direction of sound. The IRC review results in publishing (Gunshot or Probable Gunshot) or dismissing (Non-Gunshot) the incident with a high level of precision. If the reviewer classifies the incident as a gunshot, the reviewer sends an alert (that includes location information and an audio snippet) to law enforcement agencies via a password-protected application on a mobile phone, in-car laptop, or computer. In addition to the dot-on-the-map and audio, Respond provides details such as the number of shots fired, whether

multiple shooters are involved, and if high-capacity and/or fully automatic weapons are being used. ShotSpotter designed this entire process (i.e., recording the impulsive sound, two-factor review, and publishing alerts to authorized users) to be completed in less than 60 seconds (but is often completed within 25 to 30 seconds).

Service	SLA and Measurement
Gunshot Detection & Location	90% of unsuppressed, outdoor gunfire incidents, using standard, commercially available rounds greater than .25 caliber, inside the Coverage Area will be detected and located within 25 meters of the actual gunshot location.
Reviewed Alerts	90% of gunshot incidents will be reviewed and published in less than 60 seconds.
Service Availability (System Uptime)	The ShotSpotter Gunshot Location System service will be available to the Customer 99.9% of the time with online access to ShotSpotter data, excluding scheduled maintenance windows.

Please refer to Attachment H for details of service levels guaranteed in the Sample Respond Services Agreement.

Agency Metrics/KPIs (Key Performance Indicators)

ShotSpotter's Customer Success team members, led by the assigned Customer Success Director, will work with the Department's Program Manager and Command staff to review, define, and adopt a set of agency metrics, or Key Performance Indicators (KPIs), to establish and monitor the efficacy of the ShotSpotter service and related agency Best Practices. It is important to ensure that the agency and all stakeholders have visibility (and routines in place) to track the program metrics or KPIs needed to monitor the status of the program and to make informed decisions regarding resources, response protocols, and the best practices to drive success.

RFP Requirement:

Evaluation Factor 15.2 Communication Effectiveness and Ease of Use

This includes the speed, ease, and effectiveness of notice of an event to response personnel, the reliability, ease of use and quality of information provided to deployed personnel, and the ability and ease with which investigating resources can access and analyze information developed by the system.

ShotSpotter Response: Complies

ShotSpotter Respond customers receive a contextually rich, detailed gunfire alert that enables a fast, precise, and safer response to gunfire incidents. In addition, Respond alerts can also trigger other technology platforms, such as cameras that can pan and zoom in the direction of an event. ShotSpotter has also successfully integrated Respond with a wide range of third-party applications such as CAD, RMS, License Plate Readers, drones, and other applications.

Respond rapidly notifies first responders of shootings via dispatch centers, in-vehicle computers, and smart phones. Instant alerts enable first responders to aid victims, collect evidence, and identify witnesses. The Department can then use Respond's actionable intelligence to prevent future crimes by positioning law enforcement when and where crime is likely to occur.

Call Takers, Dispatchers, and Patrol Officers can use the ShotSpotter Dispatch and ShotSpotter Respond applications in the field. Real-time notifications of gunfire incidents are delivered to these apps and include the following data:

- Incident location (dot on the map)
- Type of gunfire (single round, multiple round)
- Unique identification number
- Date and time of the muzzle blast (trigger time)
- Nearest address of the gunfire location
- Number of shots
- District identification
- Beat identification

A ShotSpotter analyst may add other contextual information, such as the possibility of multiple shooters, high-capacity weapons, full-automatic weapons, and the shooter's location related to a building (front yard, back yard, street, etc.). The report also includes an audit trail of the time the alert was published, acknowledged, and closed at the customer facility. All notes entered by Call Takers and Dispatchers added to the alert are time- and date-stamped with the operator's ID. For Patrol Officers, the alert includes an audio snippet of the incident.

RFP Requirement:**Evaluation Factor 15.3 Community Acceptance & Deployment**

The specific characteristics of the system that are designed to address community concerns regarding privacy, aesthetics, safety, and use of the system and the effectiveness of past efforts to respond to concerns raised by property owners and residents in the proposed area of deployment. Timing, methodology, and complexity of the deployment process will be evaluated.

ShotSpotter Response: Complies

By applying community policing-oriented best practices, ShotSpotter Respond provides a unique opportunity for law enforcement agencies to connect with vulnerable communities. Rapid response to gunfire incidents in communities that have been impacted by gun violence builds positive attitudes towards law enforcement and leads to more constructive engagements and cooperation.

Respond has become an indispensable crime-fighting tool for these agencies, in light of the community dynamics that fuel gun violence and the well-documented challenges of relying solely on 9-1-1 calls for service:

- **Under-reporting of persistent gunfire:** Nationwide, on average, less than 20% of gunfire incidents are reported to 9-1-1. Why don't residents call? The answer is complex, but typically involves the following concerns:
 - Recognition: "Was that gunfire, fireworks, or something else?"
 - Retaliation: "If they find out I called, will they come after me?"
 - Resignation: "No one came the last time I called..."

Without Respond, most law enforcement agencies work with an 80% to 90% deficiency in their gun violence-related intelligence.

- **Late and inaccurate information:** When a citizen reports a gunfire incident, the 9-1-1 call typically comes several minutes after the event has occurred, and based on analysis, the location provided is usually mislocated by 750 feet (on average). As a result, valuable time and resources are wasted trying to locate the incident, diminishing the opportunity to identify suspects and witnesses, recover evidence, and, most important, render life-saving aid to victims.

The ability to receive near real-time gunfire intelligence data provides law enforcement agencies with a critical advantage in their efforts to reduce and prevent gun violence and improve officer safety. Specific results include:

- Officers can more quickly and more accurately go directly to the scene of the shooting
- Improved situational awareness than when relying solely on the 9-1-1 system
- Better chances of law enforcement arriving before the shooter has left the scene

- Increased likelihood of finding evidence in the form of shell casings (which, in conjunction with NIBIN/IBIS, provide valuable investigative leads) and/or other ground truth that can aid in the investigation
- Increased likelihood of finding witnesses who may have information that can aid in the investigation
- Heightened community engagement, which often translates into more information from the community (e.g., tip lines, field interviews, etc.)
- Enhanced targeted enforcement (precision policing)
- Availability of more court-admissible and scientifically sound forensic evidence to strengthen prosecutions of the worst offenders

Community Privacy Protections

As technology continues to advance, balancing its benefits against some of its inherent risks to privacy continues to be an issue which confronts us all. What is true for technology in general is also the case in the realm of public safety. Technological advances have provided significant benefits to those tasked with keeping us safe while at the same time raising appropriate dialogue about how we can leverage those benefits while minimizing unwarranted intrusions on personal privacy.

Several police tools and technologies capture information that is already in public view: license plate readers, video cameras at stoplights and ATMs, combined video/audio surveillance cameras, facial recognition algorithms, etc. Unlike general audio and video surveillance devices, such as the tens of thousands of video cameras deployed in our nation's cities which monitor general activities, gunshot detection technology is designed to trigger on loud explosive or impulsive sounds that may be gunfire and occur only rarely—and that the public already “hears”.

ShotSpotter takes privacy very seriously and has structured its technology, processes, and policies in such a way to minimize risk of privacy infringements while still delivering important public safety benefits. For more information, please see <https://www.shotspotter.com/privacy-policy/>

For more information, please see the Deployment Services table on page 34 of this proposal.

RFP Requirement:**Evaluation Factor 15.4 Performance History**

Examples of successful installation and operation in similar communities.

ShotSpotter Response: Complies

ShotSpotter has more than 125 customers covering over 850 square miles. ShotSpotter is the leader in the development and deployment of wide area acoustic gunshot detection and location systems. Today, ShotSpotter provides gunshot detection and location services to law enforcement agencies across the country. Among these are:

- Monroe, LA
- Mansfield, OH
- Hot Springs, AR
- Houston, TX
- Harris County, TX
- Hallandale Beach, FL
- Cape Girardeau, MO
- Miami, FL
- Boston, MA
- San Francisco, CA
- New York, NY
- Chicago, IL
- Milwaukee, WI
- Minneapolis, MN
- Washington DC

Please see Attachment F. Qualifications and Reference Sheet for more information on ShotSpotter's experience.

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RFP Requirement:**Evaluation Factor 15.5 Total Cost**

The five-year full cost for all equipment and services necessary for the system to operate as proposed.

The establishment, application and interpretation of the above Evaluation Factors shall be solely within the discretion of the City. The City reserves the right to determine the suitability of proposals on the basis of all these factors.

ShotSpotter Response: Complies

ShotSpotter systems are deployed to provide coverage for a specified area, bounded by a specific coverage area perimeter. ShotSpotter will design the coverage area based upon the Department's requirements and based upon analysis of historical crime data. The area delineated by a red boundary in the image below is a rough estimate of the proposed coverage area based on analysis of the Department-provided crime data as described. The precise size of the area (i.e., in square miles) can only be verified with actual acoustic propagation information; therefore, the final coverage area may vary. ShotSpotter will perform this verification during the installation process.

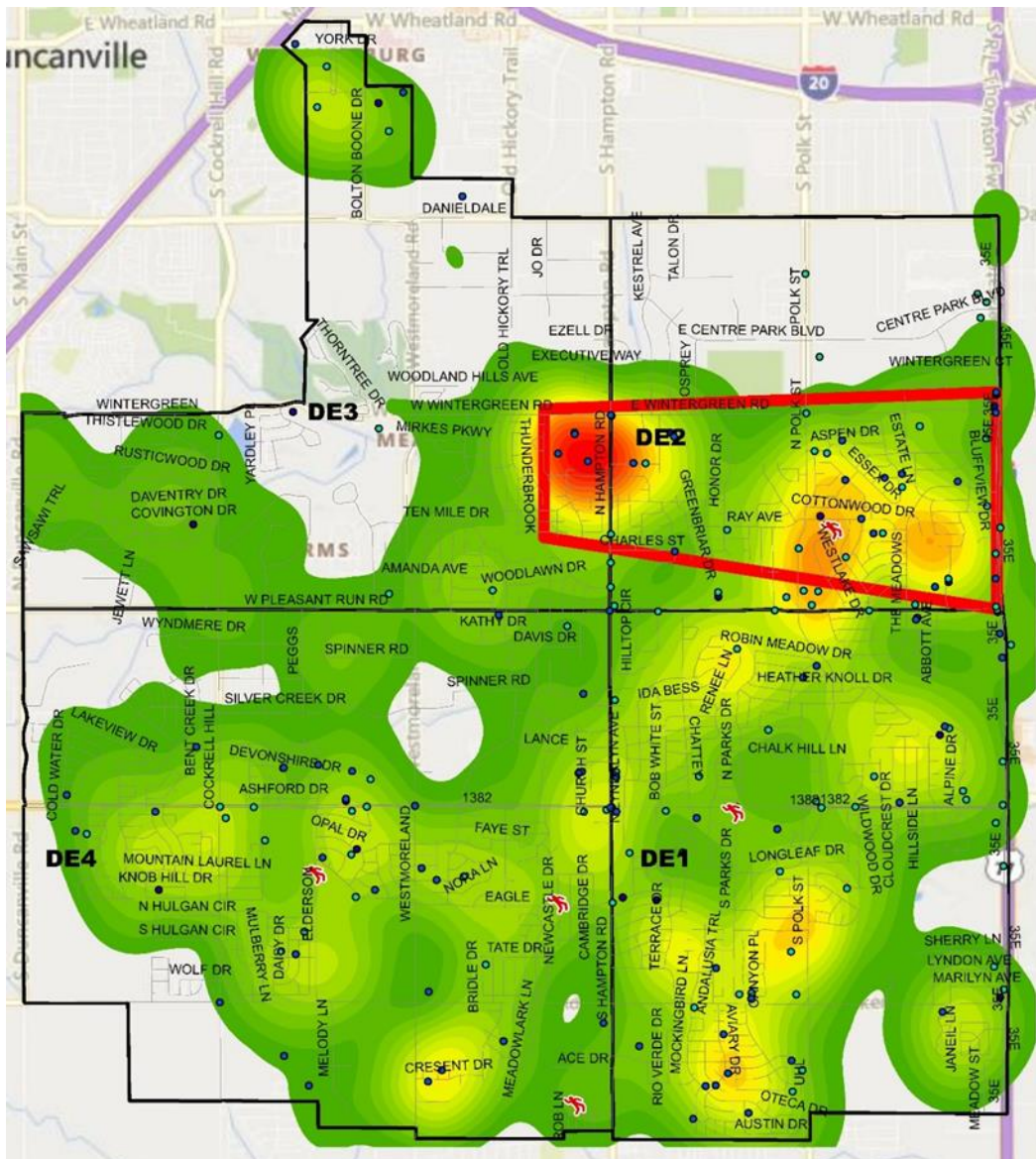


Figure 1: Proposed ShotSpotter Coverage Area = 2 square miles

Using the data provided by the DeSoto Police Department for January 1, 2020 through October 3, 2021, the map above depicts the preliminary coverage boundaries. ShotSpotter will collaborate with DeSoto Police Department stakeholders to determine the final coverage boundaries and any resulting adjustments to the proposal to address the Desoto Police Department's needs and priorities.

The heat map in Figure 1: Proposed ShotSpotter Coverage Area depicts the following within the two square mile (2.0 mi²) coverage area (outlined in red):

Icon	Crime Type Definition	Quantity	Percentage of Totals
"	Homicide (Shooting)	1	20.0%
!	Aggravated Assault (Deadly Weapon)	27	31.8%
!	Weapons Law Violation (Conduct, Discharge, Carrying)	33	24.1%
Heat Map	Calls for Shots Fired (No Injuries)	133	21.4%

ShotSpotter systems are deployed to provide coverage for a specified area. ShotSpotter offers our Lower Tier Pricing Program to smaller communities with less than 100 sworn officers or serving a population of less than 50,000. This pricing includes one-time Service Initiation fees and Onboarding fees, as well as reduced subscription fees for coverage areas of up to two square miles. The pricing presented below assumes a simplified design for the proposed ShotSpotter coverage area (such as a circle or a square), and one that targets the City's highest crime area(s), while avoiding a highly customized coverage area. ShotSpotter will locate the proposed one square mile coverage area based upon the Police Department's requirements. ShotSpotter will collaborate with Police Department stakeholders to determine the final coverage area location and related boundaries.

2.0 mi² Coverage Area

Contract Term	Coverage Area Size	One-Time Fees (Configuration, Service Initiation, and Onboarding)	Annual Subscription Fees*	Total
3 Years	2.0 mi ²	Included	\$99,000	\$297,000

*ShotSpotter's current annual subscription fee for cities the size of DeSoto is \$49,500 per square mile. Please note, this rate is available for coverage areas up to a total of two (2) square miles. Any coverage beyond two (2) square miles will be at ShotSpotter's standard annual subscription rate of \$70,000 per square mile.

Forensic Consultation Services

Forensic Consultation Service Fee (Expert Witness Services)	\$350/hour
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Expert Witness Testimony Services are available upon request and billed separately at the above rate.

Optional Additional Services

Interface License

Notifications API License Pack	\$9,500/year
• Recurring annual subscription fee • Includes up to three interfaces • Does not include costs required from other vendors to implement or support the planned interfaces	

Payment Terms

Payment for the service initiation, onboarding, and subscription shall be as follows:

Three -Year Payment Terms

- 50% of Year 1 fees due upon execution of agreement (\$49,500)
- 50% of Year 1 fees due upon ShotSpotter activation (live) status (\$49,500)
- 100% of Year 2 fees due prior to 1st anniversary of ShotSpotter live status (\$99,000)
- 100% of Year 3 fees due prior to 2nd anniversary of ShotSpotter live status (\$99,000)

Expert Witness Testimony Services are available upon request and billed separately at the above rate.

Pricing Assumptions

This pricing is submitted based on the following assumptions:

- This pricing assumes that the services will be delivered under the terms of the ShotSpotter Respond Services Agreement to which this Proposal will be attached as Exhibit A.
- The pricing assumes that the City will provision network access to meet ShotSpotter Respond's minimum specifications and requirements for all computers (PCs and MDCs) that will access the ShotSpotter service.
- This pricing does not include any state or local taxes; if taxes are applicable, we will be happy to provide an amended price quotation upon request.
- This pricing remains valid for one-hundred eighty (180) days from the date of this proposal.

RFP Requirement:**16.0 GENERAL PROVISIONS**

The Contractor may not assign its rights or duties under an award without the prior written consent of the City of DeSoto. Such consent shall not relieve the assignor of liability in the event of default by its assignee.

ShotSpotter Response: Partially Complies

ShotSpotter respectfully proposes that in the event of a merger or acquisition of all or substantially all of the Contractor's assets, due to confidentiality restrictions, prior written consent would not be feasible. In such event, ShotSpotter would notify its customer base as soon as reasonably possible.

RFP Requirement:**17.0 ERRORS OR OMISSIONS**

Proposer will not be allowed to take advantage of any errors or omissions in this RFP. Where errors or omissions appear in this RFP, the proposer shall promptly notify the City of DeSoto Purchasing Department in writing of such error or omission it discovers. Any significant errors, omissions or inconsistencies in this RFP are to be reported no later than ten (10) days before time for the RFP response is to be submitted.

ShotSpotter Response: Understood**RFP Requirement:****18.0 TERMINATION**

18.1 If this award results in a contract, it shall remain in effect until contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by the City with a thirty (30) day written notice prior to cancellation. In the event of termination, the City of DeSoto reserves the right to award a contract to next lowest and best responder as it deems to be in the best interest of the City of DeSoto.

18.2 Further, the City of DeSoto may cancel this contract without expense to the City in the event that funds have not been appropriated for expenditures under this contract. The City of DeSoto will return any delivered but unpaid goods in normal condition to the Contractor.

ShotSpotter Response: Partially Complies

ShotSpotter proposes that the contract remain in effect for the term mutually agreed upon for the annual subscription services, and any subsequent renewal periods.

Either party may terminate the resultant contract upon thirty (30) days' prior written notice in the event of a material breach of any terms or conditions of the contract.

ShotSpotter agrees that a non-appropriation of funding provision be included in the contract.

RFP Requirement:**19.0 TERMINATION, REMEDIES, AND CANCELLATION**

Right to Assurance. Whenever the City has reason to question the Contractor's intent to perform, the City may demand that the Contractor(s) give written assurance of Contractor's intent to perform. In the event a demand is made, and no assurance is given within ten (10) calendar days, the City may treat this failure as an anticipatory repudiation of the contract.

ShotSpotter Response: Understood**RFP Requirement:****20.0 CHANGE ORDERS**

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City of DeSoto's Purchasing and Contracting Department and signed by both parties. Change orders must be prior approved by the City of DeSoto City Council when the amount exceeds \$50,000.

ShotSpotter Response: Understood**RFP Requirement:****21.0 VENUE**

The Contract(s) will be governed and construed according to the laws of the State of Texas. The Contract(s) is (are) performable in Dallas County, Texas. Venue shall lie exclusively in Dallas County, Texas.

ShotSpotter Response: Complies**RFP Requirement:****22.0 CONFLICT OF INTEREST**

No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitled C., Chapter 171.

ShotSpotter Response: Understood**RFP Requirement:****23.0 INSURANCE**

Insurance Requirements: Before starting and until final completion and acceptance of the work called for in the Contract and expiration of the guarantee period provided for in the Contract, the Contractor shall procure and maintain insurance of the types and amounts checked in paragraphs "A" through "F" on the Insurance Requirements sheet.

The Contractor shall require each of its subcontractors to procure and maintain, until final completion, acceptance and guarantee of each subcontractor's work, the same insurance of the types and amounts as checked on the Insurance Requirements sheet.

Certification and Cancellation: The Contractor shall furnish prior to the start of work called for in the contract the Acord certificate of insurance form for insurance documentation purposes as well as an endorsement letter from their Agent/Broker.

Insurance Requirements Sheet of this RFP. Upon award, the Accord certificate of insurance form must be completed by the Contractor's insurance agent/broker and submitted to the Purchasing and Contracting Department. It must be stated on the accord form that the City of DeSoto has been added as an additional insured under the General Liability coverage. The signing agent/broker must also certify in writing that the City of DeSoto has been endorsed as an additional insured on the General Liability insurance policy. This letter shall be addressed to the City's Insurance Officer and **must follow exactly the format of the letter attached as page 19. The authorized representative who signs the Accord form must sign the letter as well.** The date of the letter must be on or after the date stated on the Accord certificate of insurance.

The City of DeSoto will not accept insurance coverage, other than Excess Liability coverage, from insurance providers that are surplus lines writers in Texas. All insurance companies providing coverage, other than excess liability coverage, must be licensed in the State of Texas.

Please note that the Accord certificate of insurance must be signed by an individual authorized representative, not with the agency name. The signature must be an original ink signature, not a stamped signature.

Company name and address must conform on all documents including insurance documentation. The Contract number, project name and a brief description must be inserted in the "Description of Operations" section of the Acord form. **It must be confirmed on the Accord Form that the City of DeSoto is endorsed as an additional insured by having the appropriate box checked off and stating such in the "Description of Operations" section. The "Description of Operations" section should also reference Contract No. (provided to the awarded Contractor), City of DeSoto RFP 2022-007 Gunfire Detection System.**

The Contractor shall be responsible for maintaining the specified insurance coverage in force to secure all of the Contractor's obligations under the Contract with an insurance company or companies with an AM Best Rating of B+:VII or better, licensed to write such insurance in Texas and acceptable to the Risk Officer, City of DeSoto. For excess liability only, non-admitted insurers are acceptable, provided they are permitted to do business through Texas excess line brokers per listing on the current list of Licensed Insurance Companies, Approved Reinsurers, Surplus Lines Insurers and Risk Retention Groups issued by the State of Texas Insurance Department.

All subcontractors shall carry the same levels of insurance coverage as those specified for the Contractor.

23.1 Insurance Requirement Sheet:

Insurance Requirements: Before starting and until final completion and acceptance of the work called for in the Contract and expiration of the guarantee period provided for in the Contract, **the Contractor and its subcontractors, if any, shall procure and maintain insurance of the types and amounts checked in paragraphs A through F below for all Contract operations.**

☒ A. General Liability, with minimum coverages for combined bodily injury and property damage liability of \$2,000,000 general aggregate, \$1,000,000 per occurrence including:

☐ 1. Commercial General Liability.

☒ 2. City as additional insured.

☐ 3. Owners and Contractors Protective Liability

(separate policy in the name of the City).

☒ B. Comprehensive Automobile Liability, with minimum coverage of \$1,000,000 combined single limit for bodily injury and property damage, including, where applicable, coverage for any vehicle, all owned vehicles, scheduled vehicles, hired vehicles, non-owned vehicles and garage liability.

☐ C. Excess Liability, with minimum coverage of \$5,000,000 in umbrella form, or such other form as approved by City's Risk Officer.

☒ D. Workers' Compensation and Employer's Liability, with minimum coverage as provided by Texas State Statutes.

☒ E. Professional Liability (for design and other professionals for Errors and Omissions), with minimum coverage of \$1,000,000. If the policy is on a claims-made basis, coverage shall be continually renewed or extended for three (3) years after work is completed under the Contract.

☐ F. Other (Builder's Risk, etc.): .

☒ G. CERTIFICATE HOLDER: CITY OF DESOTO

ShotSpotter Response: Partially Complies

With the exception of E&O, for which ShotSpotter is self-insured, ShotSpotter's insurance coverage meets the above requirements. Evidentiary certificates of insurance have been provided at Attachment I.

RFP Requirement:

24.0 CONTRACT CONSTRAINTS AND CONDITIONS

24.1 All services shall be provided in accordance with applicable requirements and ordinances of the City of DeSoto, laws of the State of Texas, and applicable federal laws.

ShotSpotter Response: Complies

RFP Requirement:

25.0 COOPERATIVE PURCHASING

25.1 Should other governmental entities decide to participate in this contract, Responders, shall indicate in their Proposals whether they agree that all terms, conditions, specification, and pricing would apply.

25.2 If the successful Responder agrees to extend the resulting contract to other governmental entities, the following will apply: Governmental entities within utilizing Contracts with the City of DeSoto will be eligible, but not obligated, to purchase material/services under this contract(s) awarded as a result of this solicitation. All purchases by governmental entities other than the City of DeSoto will be billed directly to that governmental entity and paid by that governmental

entity. The City of DeSoto will not be responsible for another governmental entity's debts. Each governmental entity will order its own material/services as needed.

ShotSpotter Response: Complies

ShotSpotter is amenable to extending the resulting contract to other agencies of similar size and scope that meet the parameters of ShotSpotter's Lower Tier Pricing as offered to the City of DeSoto. Governmental entities that wish to participate in this contract must meet the following criteria to qualify for ShotSpotter's Lower Tier Pricing:

- Agencies must have less than 100 sworn officers or serve a population of less than 50,000.
- Coverage areas must be a simplified design (such as a circle or a square).
- ShotSpotter's current annual subscription fee for Lower Tier Pricing is \$49,500 per square mile. This rate is available for coverage areas up to a total of two (2) square miles. Any coverage beyond two (2) square miles will be at ShotSpotter's standard annual subscription rate of \$70,000 per square mile.

RFP Requirement:**26.0 PAYMENT**

All payment terms shall be "Net 30 Days" unless otherwise specified in the Proposal.

26.1 Service provider shall invoice no more frequently than monthly for services provided.

26.2 Invoices shall be submitted to the City department that ordered and received the services provided.

26.3 Successful Responders are encouraged to register for direct deposit payments prior to providing goods and/or services using the forms provided by the City.

ShotSpotter Response: Understood**RFP Requirement:****27.0 CERTIFICATE OF INTERESTED PARTIES FORM 1295**

The successful Responder is required to complete online the Certificate of Interested Parties Form 1295 and the form must be submitted to the Purchasing contact listed in the solicitation if the purchase/contact will be presented to the City Council. The form is completed at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

ShotSpotter Response: Complies

If ShotSpotter is the awarded vendor, ShotSpotter will complete the Certificate of Interest Parties Form 1295.

RFP Requirement:**28.0 CHANGES IN COMPANY NAME OR OWNERSHIP**

The Contractor shall notify the City's Purchasing Manager, in writing, of a company name, ownership, or address change for the purpose of maintaining updated City records. The president of the company or authorized official must sign the letter. A letter indicating changes in a company name or ownership must be accompanied with supporting legal documentation such as an updated W-9, documents filed with the state indicating such change, copy of the board of director's resolution approving the action, or an executed merger or acquisition Contract. Failure to do so may adversely impact future invoice payments.

ShotSpotter Response: Complies

In the event of a change in company name or ownership, ShotSpotter will provide the appropriate notification to ShotSpotter's customer base.

RFP Requirement:**Scope of Services**

The City of DeSoto seeks a Gunfire Location, Alert, and Analysis Service, leveraging a Wide-Area Acoustic Surveillance System (the "Service"), that detects gunfire and conveys incident alerts to our desired endpoints (e.g., PSAP, command staff desks, and field-based response personnel). The system must be capable of:

1. Detecting and providing a geo-location of gunfire events

ShotSpotter Response: Complies

ShotSpotter Respond helps law enforcement agencies by directing resources to the precise location of more than 90% of gunfire incidents. Respond rapidly notifies first responders of shootings via dispatch centers, in-vehicle computers, and smart phones. Instant alerts enable first responders to aid victims, collect evidence, and identify witnesses. Respond's actionable intelligence can then be used to prevent future crimes by positioning law enforcement when and where crime is likely to occur. ShotSpotter's Respond gunshot detection and location services are delivered as an easily implemented Software as a Service (SaaS) solution, with no requirement for customer investment in or maintenance of expensive hardware or software. ShotSpotter hosts, secures, monitors, and maintains the Respond infrastructure. Contracts are based on an affordable one-year or multi-year subscription agreement, and the subscription includes unlimited licenses for the proposed ShotSpotter applications.

ShotSpotter Dispatch™ and ShotSpotter Respond™ Applications

The ShotSpotter Dispatch and ShotSpotter Respond applications are used by Call Takers, Dispatchers, and Patrol Officers in the field. Real-time notifications of gunfire incidents are delivered to these apps and include the following data:

- Incident location (dot on the map)
- Type of gunfire (single round, multiple round)
- Unique identification number
- Date and time of the muzzle blast (trigger time)
- Nearest address of the gunfire location
- Number of shots
- District identification
- Beat identification

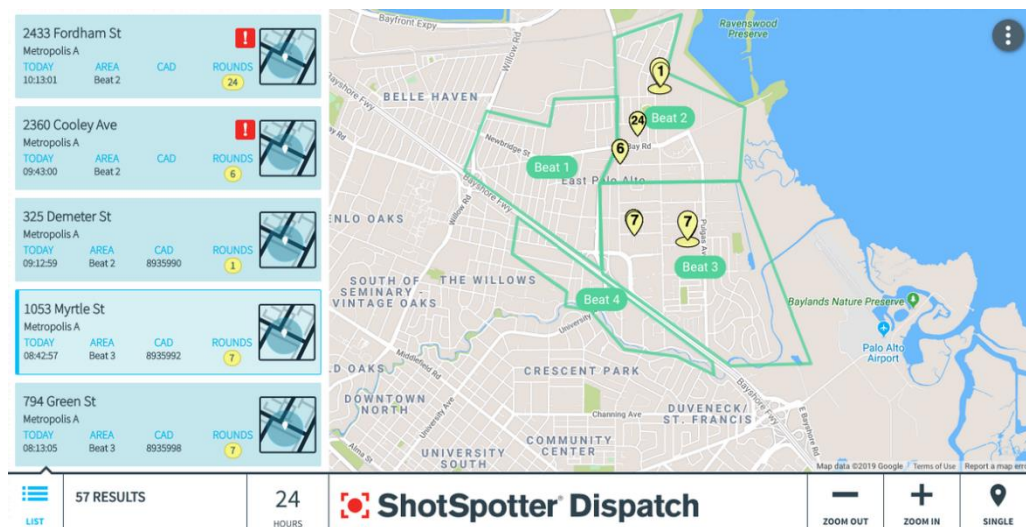


Figure 1. ShotSpotter Dispatch App

A ShotSpotter analyst may add other contextual information such as the possibility of multiple shooters, high-capacity weapons, full-automatic weapons, and the shooter's location related to a building (front yard, back yard, street, etc.). The report also includes an audit trail of the time the alert was published, acknowledged, and closed at the customer facility. All notes entered by Call Takers and Dispatchers added to the alert are time- and date-stamped with the operator's ID. For Patrol Officers, the alert includes an audio snippet of the incident.

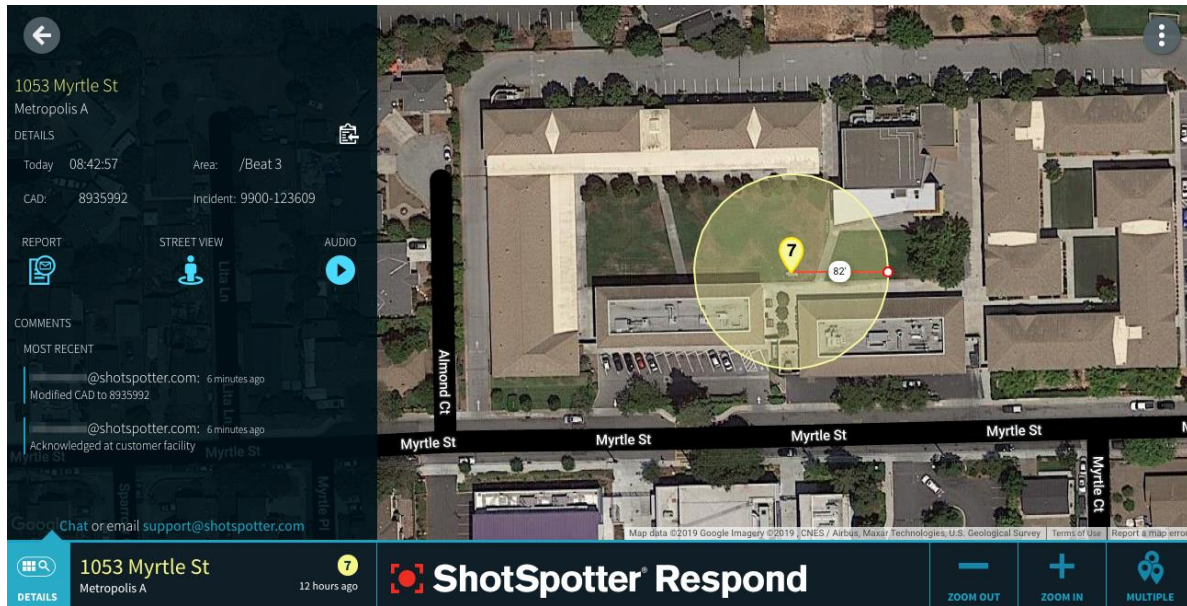


Figure 2. ShotSpotter Respond App

Mobile Alerts

The Respond smartphone application (available for use on iPhones and Android platforms) delivers real-time gunfire alert data to smart phones and smart watches. The gunfire location is displayed as a dot on a map, and the data includes the number of rounds fired and access to the incident audio.



Figure 3. Smart Watch Notification

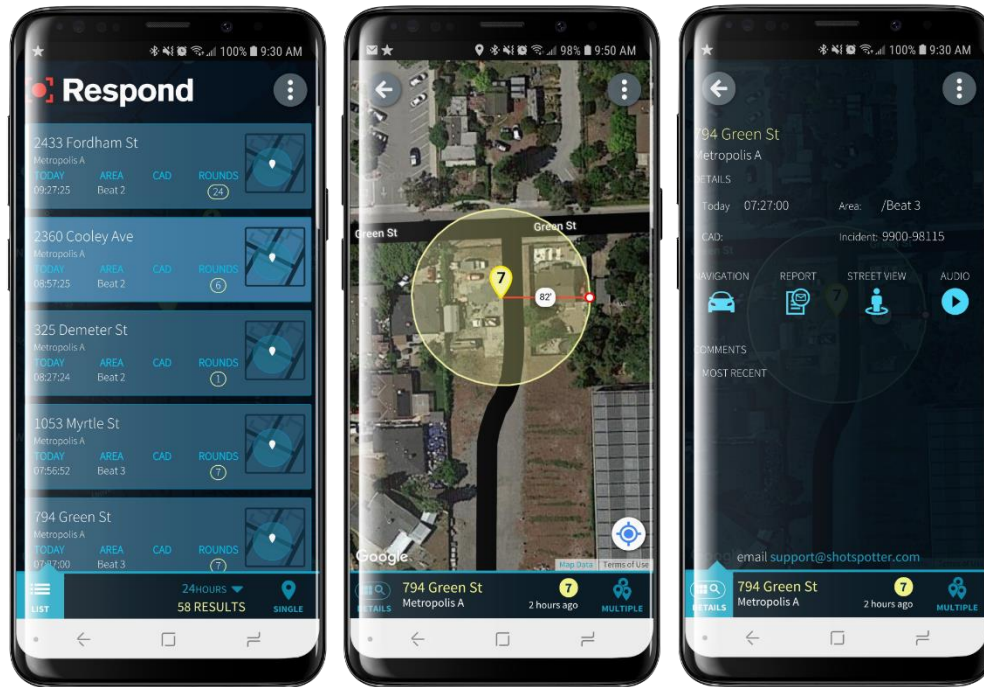


Figure 4. ShotSpotter Respond App Smartphone Notification

Notifications API (Optional)

The ShotSpotter Notifications API (available as a separately priced option) allows client applications to receive accurate, timely details about ShotSpotter gunfire alerts, including precise latitude and longitude (geolocation), GPS-synchronized timestamps, incident audio, and situational context provided by the 24x7x365 ShotSpotter Incident Review Center. Typical integrations include:

- Video Management Systems (VMS)
- Computer-Aided Dispatch (CAD) systems
- Records Management Systems (RMS)
- Automated License Plate Readers (ALPRs)
- Crime analysis and statistics packages (including COMPSTAT software)

Each Notifications API license pack is available for an annual subscription fee that includes:

- Up to three (3) interfaces
- Establishing an instance of the API for the Department on ShotSpotter-hosted servers
- Consulting with the Department and third parties to ensure the API operates according to the API specifications
- 24x7 alerts to up to three third-party interfaces
- Supporting the third party and Department as systems are upgraded

Additional API licenses can be purchased in packs of three interfaces.

ShotSpotter guarantees incident location accuracies to within 25 meters. To achieve this, ShotSpotter deploys a network of acoustic sensors using the physical properties of sound propagation that rely on time-difference-of-arrival (TDOA) to calculate the origin of gunfire (also known as “multilateration”). Doing so requires a precise, surveyed location for each sensor and a precise timestamp of an impulse. Timestamps are consistent across all sensors within the array to within 1 millisecond (ms) accuracy by utilizing GPS.

RFP Requirement:

2. Operating in a complex and loud urban/suburban environment where dense buildings, foliage and topography may obscure line-of-sight from a shooting location to acoustic sensors

ShotSpotter Response: Complies

ShotSpotter’s standard deployment method is to place Respond sensors (mostly or in totality) at elevated locations where there is often no direct (line of sight) path from likely firearm discharge locations to the sensors. Preferred sensor placement is on rooftops, out of sight from streets, which necessarily means no line-of-sight path to most ground-level locations. All Respond deployments use such sensor placements and regularly detect and locate gunfire within specification. Audio snippets from the four closest participating sensors are appended to the event record and may be replayed or downloaded. Snippets comprise one second of audio prior to the first pulse, audio of all pulses, and one second of audio after the last pulse. Respond audio snippets feature anti-tamper awareness, including an MD5 hash attached to such recordings at the time of storage such that they can later be proven to be authentic and safeguarded from tampering.

RFP Requirement:

3. Delivering a guaranteed/validated detection and location performance in aggregate throughout an entire coverage area

ShotSpotter Response: Complies

ShotSpotter guarantees that Respond will be deployed, tuned, and tested such that it will detect a minimum of 90% of the aggregated, community-generated, detectable gunfire that occurs in outdoor areas within the perimeter of an agreed-to coverage area. A valid detection is one in which the system calculates the origin of the discharge to within 25 meters of its actual and proven occurrence (otherwise it is not considered a “detection”). Our customers generally confirm that their systems meet and exceed the minimum guaranteed detection rate and location accuracy throughout the entire coverage area.

RFP Requirement:

4. Contributing to reductions in gunfire-related violent crime

ShotSpotter Response: Complies

ShotSpotter Respond gives officers an opportunity to make a greater impact on gun violence. By itself, it is not a cure-all, but when used as a part of a comprehensive gun crime response strategy, it can contribute to positive outcomes for the police and the community. The following is a sample of the cities where ShotSpotter Respond enabled police to have a greater impact. For more results, please visit <https://www.shotspotter.com/results/>

- Oakland, CA – 66% reduction in shootings per square mile
- Cincinnati, OH – 48% reduction in shooting victims
- Chicago, IL – 40% reduction in shootings
- Greenville, NC – 33% reduction in gun violence injuries in first year
- Camden County, NJ – 46% decrease in homicides by shootings
- Omaha, NE – 55% decrease in homicides by shootings

RFP Requirement:

5. Successfully contributing to convictions (when incident alert data is used in trials and plea bargains as forensic evidence)

ShotSpotter Response: Complies

ShotSpotter Respond's forensic tools have helped with investigations and prosecutions. In 17 states and in the District of Columbia, ShotSpotter evidence and ShotSpotter expert witness testimony have been successfully admitted in over 100 court cases. Respond forensic evidence has prevailed in nine Frye challenges and five Daubert challenges throughout the United States.

The following table provides instances in which Respond data was admitted as scientific evidence in a criminal court.

Customer	ShotSpotter Data Use	Expert Witness
Rochester, NY	Provided testimony regarding Detailed Forensic Report and how Respond technology works. Case: United States v Angelo Ocasio, 10-CR-6096 (G)	Yes
Glendale, AZ	Provided corroborating evidence that validated witness testimony helping to secure the conviction of the perpetrator. Case: State v. Alonso (2004)	Yes

Customer	ShotSpotter Data Use	Expert Witness
East Palo Alto, CA	Per the customer: "Although the ShotSpotter GLS data was not the reason the DA plead it was certainly an important factor that destroyed the potential defense of mutual combat or self-defense. When we combined the ShotSpotter GLS data evidence with the other forensic evidence it was clear that the victims were not firing back at the Defendants as was originally claimed. The ShotSpotter GLS data evidence was definitely very important evidence in this case and will be important evidence against the co-defendant if that should go to trial." Case: People vs Burns/Farmer	No
Omaha, NE	Daubert hearing and trial, provided testimony regarding Detailed Forensic Report and how Respond technology works. Appeal went to Nebraska State Supreme Court where ShotSpotter use was upheld. Case: People v Thylun Hill	Yes
Peoria, IL	13-defendant RICO trial, provided testimony regarding Detailed Forensic Report and how Respond technology works. Case: US v Haywood, et al. 18CR10036	Yes
Chicago, IL	Provided testimony regarding Detailed Forensic Report and how Respond technology works. Case: US v Ernesto Godinez	Yes
Boston, MA	Provided testimony regarding Detailed Forensic Report and how Respond technology works. Case: Commonwealth v Tabari Muhammad, SUC2017-00626001470	Yes
Plainfield, NJ	Provided testimony regarding Detailed Forensic Report and how Respond technology works. Case: People v Amir Madison, 18002835 & 189002836	Yes

RFP Requirement:

6. Enabling increased and safer responsiveness to incidents of gunfire

ShotSpotter Response: Complies

Respond customers receive a contextually rich, detailed gunfire alert that enables a fast, precise, and safer response to gunfire incidents. Using our patented technology, the Respond system detects and sends precise coordinates of gunfire events to officers and dispatch through the Respond and Dispatch applications that provide actionable intelligence to responding officers and gives them the information to respond quickly and safely.

RFP Requirement:

The City of Desoto requires a Service that detects gunfire, locates its origin, and conveys that information, in an actionable form, to multiple designated end-points, especially a PSAP and/or other command and control centers, as well as to personnel in the field. The City does not wish to design or implement any aspect of the coverage provided, and explicitly does not wish to be responsible for recommending the placement or re-placement of sensors or any other equipment.

ShotSpotter Response: Complies

ShotSpotter designs and deploys a wide-area acoustic array that detects and locates gunfire. The location of the gunfire, along with actionable information, is communicated to dispatch and officers via the Respond and Dispatch applications.

ShotSpotter will install and configure all necessary software, hardware, and equipment required to provide a fully functioning Gunfire Detection System that meets all requirements of the resulting negotiated contract.

ShotSpotter will install and configure all cloud-based Respond software. ShotSpotter will install and configure all necessary sensor hardware; no other hardware is being provided by ShotSpotter. Although ShotSpotter may seek assistance from the City or Police Department to obtain permissions to mount the sensors, ShotSpotter takes full responsibility for the design, deployment, and obtaining the required permissions.

Respond is a self-contained service which will not rely upon any City infrastructure for its operation (other than internet access for user workstations and possibly electricity).

RFP Requirement:**Design & Installation**

Vendor will be responsible for all actions necessary to bring the System to an operational status including:

- Designing the System for 24-7 effective operation in all weather conditions reasonably anticipated environmental conditions including power disruptions,
- Identifying locations for sensors,
- Acquiring the authorization to install and maintain sensors at identified locations throughout the term of the service agreement,
- Securing, designing, or otherwise making available all hardware and software necessary for the delivery of gunfire alerts to the PSAP and identified police department personnel,
- Installing all equipment necessary for the operation of the system,
- Installing all software necessary for the operation of the system, and,

- Training end users on the provided applications.

ShotSpotter Response: Complies

ShotSpotter will install and configure all necessary software, hardware, and equipment required to provide a fully functioning Gunfire Detection System that meets all requirements of the resulting negotiated contract. ShotSpotter takes full responsibility for the design, deployment, and obtaining the required permissions.

ShotSpotter will install and configure all cloud-based ShotSpotter software. ShotSpotter will install and configure all necessary sensor hardware; no other hardware is being provided by ShotSpotter. Respond user interfaces can be accessed through a web browser, Respond thin client, or the Respond App and Dispatch App. Users can download the mobile app to their smartphone from the Apple app store or Google Play store. City IT support personnel will be responsible for ensuring that the users' devices are properly configured. ShotSpotter's Project Manager and Customer Support Team are available to provide remote support to ensure successful software configuration and user access.

Deployment Services are generally performed in the order listed, although some activities may take place concurrently, depending on the size and scope of the project and availability of resources.

Task/Deliverable	Duration/ Timeframe	Personnel
Sensor Array Design. The ShotSpotter Project Manager will design a Respond acoustic sensor array, determining the minimal and optimal number and location of sensor emplacements for the contracted coverage area. Design takes into consideration the Project Manager's expert knowledge of ShotSpotter systems functionality and performance and indigenous features of the coverage area including but not limited to terrain, topography, weather, ambient noise, other factors that affect propagation of sound in the environment, and availability of emplacement sites.	1-2 weeks	ShotSpotter Project Manager
Site Survey. The ShotSpotter Project Manager will validate and tune the sensor array design based on a physical site survey, typically conducted by driving the coverage area. Optimal emplacement locations are verified, and measurement of cellular coverage and ambient noise are taken in selected locations.	3 weeks, following Sensor Array Design	ShotSpotter Project Manager

Task/Deliverable	Duration/ Timeframe	Personnel
Permissions Acquisition. The ShotSpotter Project Manager will solicit Authorization for Placement Agreements (aka “Permissions”) from emplacement owners or property managers with authority to grant such permission to install a Respond sensor. Emplacements may include commercial buildings, schools, houses of worship, government buildings, apartment buildings, private residences, etc.	2 months, following Site Survey	ShotSpotter Project Manager
Materials Ordering and Fulfillment. Hardware and other materials (i.e., sensors kits, mounts, cabling, and miscellaneous hardware) required for deployment is determined by site survey and acquired permissions. Materials are procured by the ShotSpotter Project Manager and shipped to a local facility for inventory, consolidation, and staging.	2-4 weeks, starting midway through Permissions Acquisition	ShotSpotter Project Manager, ShotSpotter Field Service Manager
ShotSpotter Hosted Service Provisioning. ShotSpotter Project Manager and Network Operations team provision and configure hosted database, application, and network services to accommodate the planned sensor array and connections to client software applications to be used for accessing Respond gunshot alert data.	1 week, following Sensor Array Design	ShotSpotter Project Manager, ShotSpotter Network Operations
Sensor Installation. ShotSpotter’s Project Manager and Field Service organization coordinate the allocation and scheduling of field installation personnel to install Respond sensors at the Project Manager’s direction. Each installation involves site preparation, sensor and mount installation, cabling and connection to power source, verification of sensor operation (via proprietary online tools or call to ShotSpotter Technician Support Desk), and site cleanup.	6-10 weeks, starting midway through Permissions Acquisition	ShotSpotter Field Service Manager, ShotSpotter Network Operations
Emplacement and Materials Reconciliation. Following installation, final emplacement, and sensor inventory, records are reconciled and validated to match as-built installation. A final sensor inventory allocated to the coverage area can be generated at this time.	1 week, following Sensor Installation	ShotSpotter Project Manager, ShotSpotter Field Service Manager

Task/Deliverable	Duration/ Timeframe	Personnel
Service Activation. Respond service is activated following ShotSpotter Project Manager's receipt of signed acceptance of service from the customer.	One week following Sensor Installation	ShotSpotter Project Manager, ShotSpotter Network Operations, ShotSpotter Customer Success Director

RFP Requirement:

Program Development & Training

The vendor shall provide consultation for the development of the Desoto Police Department's Strategic Program to Reduce Gunfire-related violent crime. The vendor shall outline its Strategic Program addressing the following elements:

- Assessment of gunfire-related problems,
- Application and enforcement of laws, and their respective consequences,
- Organizational preparedness,
- Program Management,
- Development of policy and standard operating procedures,
- Best practices developed from a broad range of customer experiences,
- Comprehensive and practical development of gunfire reduction strategies and tactics, and,
- Developing measurable results relative to reduction in illegal gunfire incidents and related violent crime.

ShotSpotter Response: Complies

Concurrent with the sensor design and deployment activities, ShotSpotter will provide a series of onboarding services to prepare the Police Department to maximize the value of the Respond service. These standard onboarding steps will be refined to best serve the Department team and Respond users. ShotSpotter Respond onboarding services are designed to:

- Ensure successful Respond activation (go-live)
- Ensure full use of the features and functions available with the Respond service
- Ensure that the Department's Best Practices are refined, as needed, to respond most effectively to the gun crime intelligence data being delivered for the coverage area

- Track and monitor the efficacy of the Respond service

ShotSpotter has assembled a Customer Success Team of professionals with more than 100 years of combined law enforcement experience. The mission of this team of Consultants, Trainers, and Analysts is to maximize customer success with the Respond service. This team is available to our customers both pre- and post-production to advise, train, and guide them on the most effective use of the tools and services available with the Respond solution. The following provides a high-level overview of ShotSpotter's standard Customer Onboarding Services, which will be tailored to support the Department:

Getting Started

Prior to contract execution, a ShotSpotter Customer Success Director will work with the Department's project team to plan the onboarding process, beginning with an onsite Customer Kick-Off Meeting with all stakeholders. The teams will review the program objectives, lay out the key implementation steps, agree on a targeted activation date (go-live), and establish a protocol for ongoing communication throughout the onboarding process. ShotSpotter will schedule biweekly status calls with the Department's Program Manager and other project leaders to maintain regular communication throughout the implementation process.

Best Practices

Early in the Customer Onboarding Process, ShotSpotter's Customer Success team, led by the assigned Customer Success Director, will work with the Department's Program Manager and other project leaders to schedule and conduct a series of Best Practices sessions. These sessions will assist the Department in establishing response protocols and procedures to manage the gunshot alerts and gun crime intelligence data that will be provided upon activation of the Respond service. ShotSpotter will customize and conduct these sessions for each of the following groups of users involved in the gun violence reduction program in the targeted coverage area:

- Program Management
- Dispatch/Communications
- Field Operations/Patrol
- Investigations
- Prosecution
- Intelligence & Crime Analysis

User Training

ShotSpotter will assign a Customer Success Director to the Department to ensure that we deliver consistent, quality best practices training based on the Department's needs to maximize the value of our service. The Customer Success Director will remain engaged with the

Department for the duration of our relationship. In preparation for the planned cutovers, ShotSpotter will assign a Trainer to the Department to train each group of users on the ShotSpotter applications, including Respond, Dispatch, Respond Administrative Portal, and ShotSpotter Insight. The Trainer will conduct a Training Orientation with the Department's Program Manager to ensure all users are properly trained on the relevant applications. ShotSpotter's Trainer will work with the Department to tailor a training program that addresses the unique needs and/or scheduling constraints of the Department users. The training will be performed through a combination of remote instructor-led live training, train-the-trainer, and on-line recorded computer-based training.

Onsite Support During Service Activation (Go-Live)

On the day of Respond service activation to a live production status, ShotSpotter's Customer Success Director will be on site to ensure that the transition is smooth, that the established best practices are implemented as planned, and that user questions are answered quickly. Prior to cutover, the ShotSpotter team will facilitate an introduction to the ShotSpotter Support organization to review the support process and introduce the designated Technical Support Engineer to the Department. Following system activation, the designated Technical Support Engineer will facilitate a series of Status Calls with the Department to review the performance of the service. The Customer Success Director will continue to work with the Department to review and results being achieved by each group of users involved in the gun violence reduction program.

Agency Metrics/KPIs (Key Performance Indicators)

ShotSpotter's Customer Success team members, led by the assigned Customer Success Director, will work with the Department's Program Manager and Command staff to review, define, and adopt a set of agency metrics, or Key Performance Indicators (KPIs), to establish and monitor the efficacy of the ShotSpotter service and related agency Best Practices. It is important to ensure that the agency and all stakeholders have visibility (and routines in place) to track the program metrics or KPIs needed to monitor the status of the program and to make informed decisions regarding resources, response protocols, and the best practices to drive success.

RFP Requirement:

System Operation and Maintenance

Vendor will be responsible for all activity necessary to operate and maintain the System during the contract term including:

- Maintaining all sensors and connectivity, repair or replacing equipment as needed to ensure consistent effective service,

- Monitoring the System to detect any degradation or failure of its operation, and,
- Validating alerts.

ShotSpotter Response: Complies

ShotSpotter will be responsible for all installation and maintenance responsibilities and will retain ownership of all sensor equipment. As such, ShotSpotter will be responsible for all costs associated with maintaining the sensor hardware to meet service levels as described in the Sample Respond Services Agreement included as Attachment H.

ShotSpotter employees and subcontractors are thoroughly trained and certified to install sensors with the highest level of care and professionalism. ShotSpotter will assume responsibility for any damages caused by ShotSpotter and/or ShotSpotter subcontractors during the sensor installation process.

Ongoing Customer Support

As an ongoing service, the Customer Support organization will publish a monthly Scorecard to the Department to communicate details on system performance and our service including the number of Gunshot Alerts, Misses, Mislocated Incidents, Misclassified Incidents, and other useful metrics. The designated Technical Support Engineer will review this report monthly and address all concerns.

ShotSpotter standard customer support includes 24/7 assistance with user accounts, software interface, tools, features, incident (re)classification, and review. ShotSpotter's Incident Review Center (IRC) provides Tier 1 Support. Our IRC staff have extensive experience with Respond and provide real-time support of basic issues, and first level support for information gathering, and triage for advanced troubleshooting by Tier 2 Support. The Tier 2 Support Team comprises technically advanced, experienced Customer Support professionals who are responsible for advanced levels of troubleshooting and analysis, IT Support, mapping issues, etc.

Support Level	Tier 1 Support (IRC)	Tier 2 Support (Customer Support)
Features	• Login support • Report a misclassification • Report a missed incident • Report a mislocated incident • Basic audio request • General/application questions • Request for ILS	Normal Support: • Analysis of missed gunshots • Detailed audio search • Performance analysis • Integration issues Critical Support: • System outage
Hours of Operation	24x7x365	Normal Support: 5 am – 11 pm Pacific Time Zone Escalation: 24x7x365

RFP Requirement:**Investigation & Prosecution Support**

This shall include:

- Generating single and aggregated Incident Reports (geo-location, street address, location on map),
- Preserving (5-year minimum) audio snippets for review and playback,
- Credible analysis and evaluation of the sequence and timing of each round discharged,
- The ability to export incident data to third party reporting and analytics application software, and,
- The ability to provide credible expert testimony related to the nature and quality of the audio evidence captured by the system, and,
- The ability to recall and review incidents.

ShotSpotter Response: Complies

ShotSpotter Insight™ enables customers to explore details about prior gunshot incidents in their ShotSpotter coverage area and use the data for investigation and analysis. Crime analysts, investigators, and command staff can view, filter, sort, report, and transform historical gunshot data into meaningful insights, ultimately informing strategies for reducing gun violence.

Insight enables users to find and identify the incidents using an extensive array of filters for date, time, location, keywords, single vs. multiple gunshots, patrol areas, as well as shapes drawn on the map. The shape filters narrow a search for shooting incidents within a radius of a known address, across several blocks, or look for and monitor activity on both sides of a jurisdictional border. Saved reports retain common filter settings for quick retrieval (e.g., “District 4 Gunfire – Last 28 days”).



Figure 5. ShotSpotter Insight App

Insight shows how a shooting event unfolded by watching a shot-by-shot animation that details the location and sequence of each shot. The software also highlights other nearby incidents that may be potentially related based on its relative distance and time of occurrence.

Insight comes with a set of reports that make it easy to share incident data throughout an agency:

- The Investigative Lead Summary report give details of a shooting incident including audio, location, sequence, and timing of each shot fired. This report is often used to share incident audio and details with colleagues, aid investigators with collecting evidence at the scene of a shooting and conducting better interviews of witnesses, suspects, and victims, or attach to a case file.
- The Multi-Incident report provides a summary of shooting incidents broken out by single, multiple, and probable gunshot incidents as well as any non-gunfire incidents if they were included in the search. The summary is followed by details for each incident that include the date, time, location, number of rounds, CAD ID, Respond ID, and other details.

For custom ad hoc reporting and analysis, Insight can export incident data to other off-the-shelf products such as Microsoft Excel, Tableau, Google Earth, ArcGIS, and other tools.

Investigative Lead Summary

ShotSpotter recently introduced a new, on-demand report available through the Respond application. The Investigative Lead Summary (ILS) provides useful details about the 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 through a single click of a button within the mobile, web, or desktop Respond and Insight applications.

The ILS will fulfill the majority of law enforcement agency needs, particularly in situations where a report is not required for court presentation (since the ILS report is produced electronically, it is not court admissible).

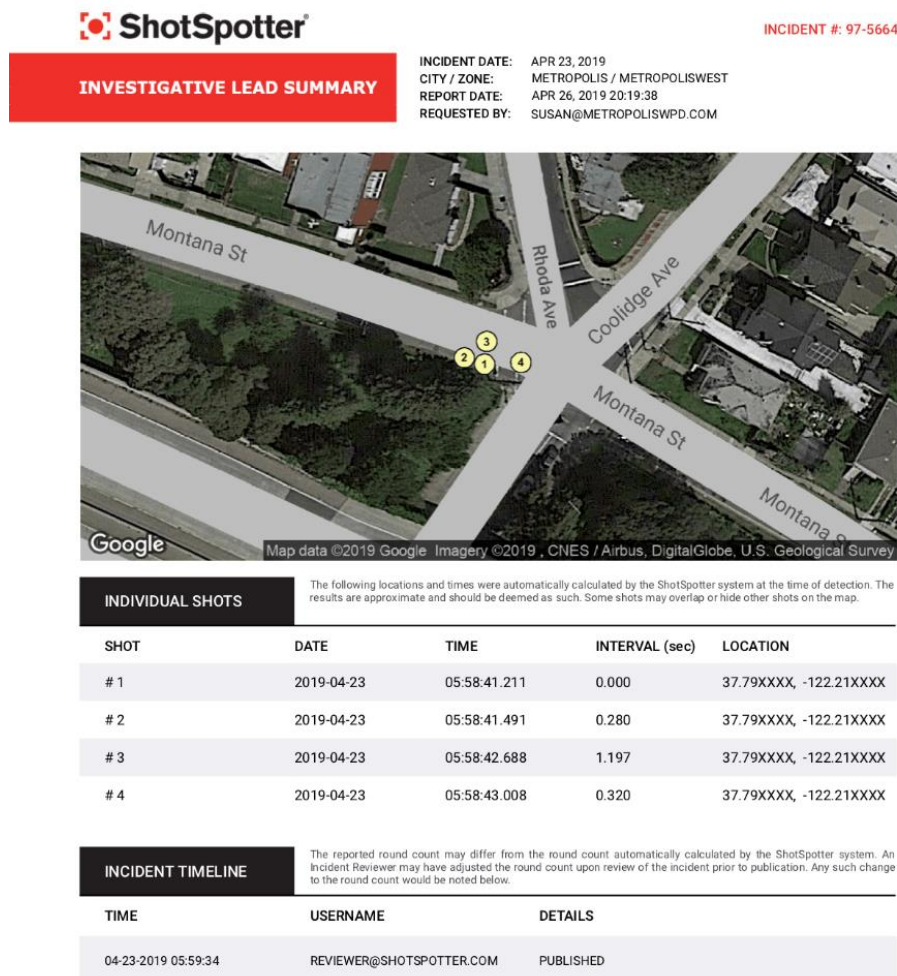


Figure 6. ShotSpotter Investigative Lead Summary (ILS)

Detailed Forensic Reports and Expert Witness Testimony

In nearly all the criminal proceedings in which our experts have been called to testify, ShotSpotter has produced detailed, round-by-round analysis of the timing and location of the shots fired by one or more weapons. To the best of our knowledge, no other acoustic-based gunshot detection system has been accepted in a court of law as providing this kind of forensic evidence.

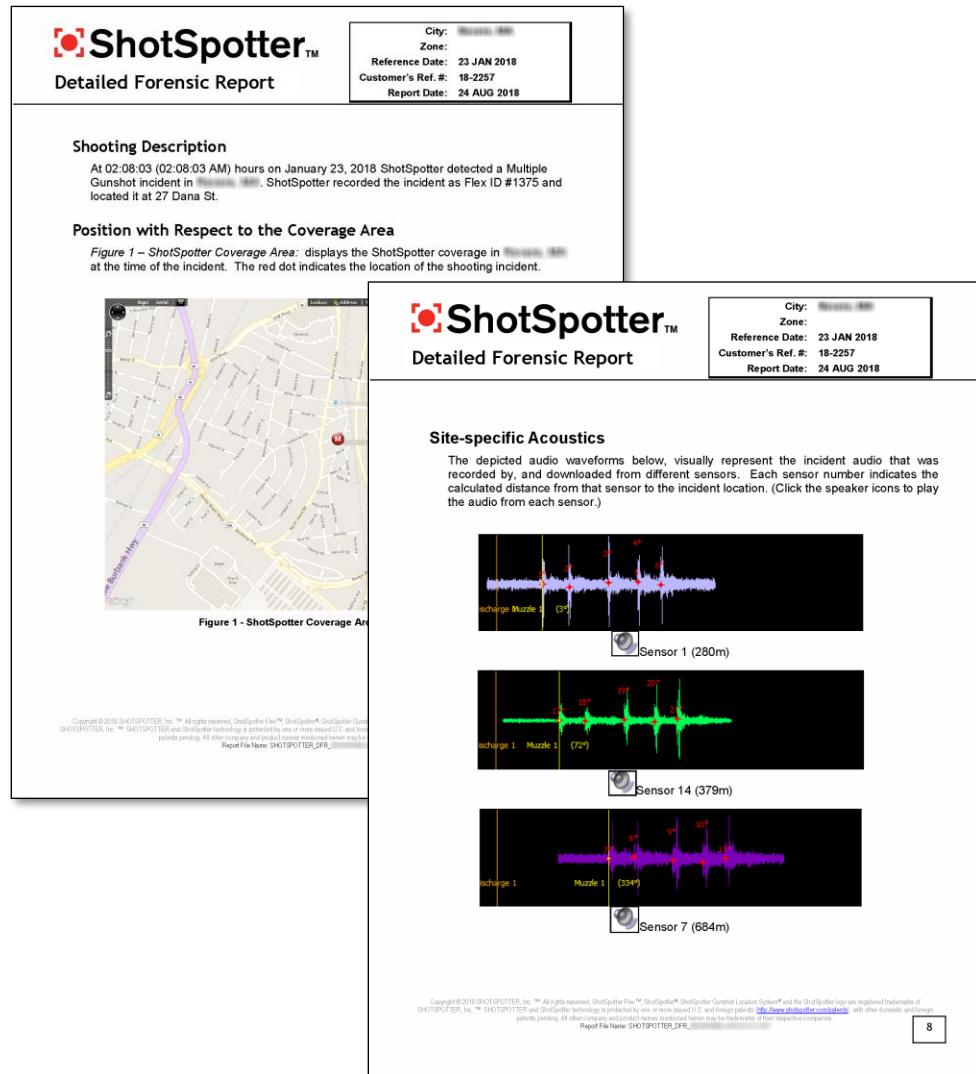


Figure 7. ShotSpotter Detailed Forensic Report (DFR)

Respond data supports detailed forensic analysis of gunfire incidents, including:

- Weapon type (e.g., automatic vs. semi-automatic)
- Number of rounds fired
- Possibility of multiple shooters

Unlike the ILS, the DFR is a court-admissible document prepared by our forensic engineers. The DFR is intended to be used by attorneys as part of a court case for the exact, verified timing, sequence and location of each shot fired. Secondly, DFRs are available for use by law enforcement to obtain search warrants or to investigate Officer Involved Shootings. DFRs are available upon written request, and our goal is to deliver all DFRs within ten business days of the request.

To support prosecutions, audio snippets provide powerful demonstrative evidence to prosecutors and allow jurors to gain a deeper understanding of the victims' experience of the incident. For prosecutors who wish to have a ShotSpotter expert witness testify regarding a DFR, to help interpret and clarify crime scene activity derived from ShotSpotter data, or provide other forensic consultation services, these services are available for an hourly fee.

In 17 states and in the District of Columbia, ShotSpotter evidence and ShotSpotter expert witness testimony have been successfully admitted in over 100 court cases. ShotSpotter forensic evidence has prevailed in nine Frye challenges and five Daubert challenges throughout the United States.

Attachments

This section contains the following completed RFP Attachments: **(Not included here)**

- Attachment A. Conflict of Interest Disclosure Requirement
- Attachment B. Business Information Form
- Attachment C. City of Desoto Insurance Requirement Affidavit
- Attachment D. HB 89 Form
- Attachment E. Drug-Free Workplace Certification
- Attachment F. Qualifications and Reference Sheet
- Attachment G. Official Proposal Form and Certification for the City of Desoto, Texas
- Attachment H. ShotSpotter Respond Service Agreement
- Attachment I. Evidentiary Certificates of Insurance

**EXHIBIT B – SERVICE LEVEL
AGREEMENT****ShotSpotter Respond Gunshot Location
System Reviewed Alert Service Levels****Summary**

Under the terms and conditions of the ShotSpotter Services Agreement between ShotSpotter, Inc. (“ShotSpotter”) and Customer, ShotSpotter commits to meet or exceed the following Service Level Agreement (SLA) standards as it provides its ShotSpotter Gunshot Location Services:¹

Service	SLA and Measurement
Gunshot Detection & Location	90% of unsuppressed, outdoor gunfire incidents, using standard, commercially available rounds greater than .25 caliber, inside the Coverage Area will be detected and located within 25 meters of the actual gunshot location.
Reviewed Alerts	90% of gunshot incidents will be reviewed and published in less than 60 seconds.
Service Availability	The ShotSpotter Gunshot Location System service will be available to the Customer 99.9% of the time with online access to ShotSpotter data, excluding scheduled maintenance windows.

Gunshot Detection & Location Performance

ShotSpotter will detect and accurately locate to within 25 meters of the actual gunshot location 90% of unsuppressed, outdoor gunshots fired inside the contracted coverage area using standard, commercially available rounds greater than .25 caliber.

Reviewed Alerts Service

The ShotSpotter real-time Incident Review Center (IRC) will review at least 90% of all gunfire incidents within 60 seconds. This human review is intended to confirm or change the machine classification of the incident type, and, depending on the reviewer’s confidence level that the incident is or may be gunfire, will result in an alert (“Reviewed Alert”) sent to the Customer’s dispatch center, patrol car mobile data terminals (MDT), and officer smartphones (via the ShotSpotter App), based on the following criteria:

Incident Type	Action
High confidence incident is gunfire	Reviewed Gunfire Alert, (Single Gunshot “SG” or Multiple Gunshots “MG”) sent to Customer’s dispatch center, patrol car mobile data terminals (MDT), and officer smartphones (via the

¹ See attached “ShotSpotter – Definition of Key Terms” for a complete definition of terms associated with this SLA and further details in the expanded definitions listed below the Summary. The basis for this SLA and performance measurement will be total gunshot incidents as defined by the Definition of Key Terms.

	ShotSpotter Respond App)
Uncertain if incident is gunfire or not	Reviewed Probable Gunfire (“PG”) Alert sent to Customer’s dispatch center, patrol car MDTs, and officer smartphones
Low confidence incident is gunfire	No alert will be sent; incident available for Customer review in the incident history available through Insight

Reviewed Alerts are sent to the Customer’s dispatch center, patrol car MDTs, and officer smartphones. Information in a Reviewed Alert will include the following:

- “Dot on the map” with latitude and longitude indicating the location of the incident.
- Parcel address closest to location of the incident.
- When available, additional situational awareness data points may be included, such as:
 - Qualitative data on the type/severity of incident: Fully automatic, High Capacity
 - Other comments (if any)

The ShotSpotter Respond App, and Insight provide the Customer with full and immediate access to incident history including information ShotSpotter uses in its internal review process. This information includes, among other things, the initial incident classification and any reclassifications of an incident, incident audio wave forms, and incident audio files. This data access is available as long as the Customer is under active subscription.

Service Availability

The ShotSpotter Respond System² will be able to detect gunfire and available to users with online access to ShotSpotter data 99.9% of the time, on a 24x7 by 365 day per year basis, excluding: a) scheduled maintenance periods which will be announced to Customer in advance; b) select holidays; and c) third party network outages beyond ShotSpotter’s control.

² Respond service includes all database, applications, and communications services hosted by ShotSpotter, Inc. at our data center and specifically exclude Customer’s internal network or systems or 3rd party communications networks, e.g., Verizon, AT&T, Sprint/T-Mobile, or Customer’s Internet Service Provider.

Customer SLA Credits

Each Service Level measurement shall be determined quarterly, the results of which will be reviewed during the periodic account review meetings with Customer. For each calendar quarter that ShotSpotter does not meet at least two of the three above standards, a fee reduction representing one free week of service (for the affected Coverage Area) for each missed quarter shall be included during a future Customer renewal.

Service Level Exclusions and Modifications

ShotSpotter takes commercially reasonable efforts to maintain Service Levels at all times. However, Service Level performance during New Year's Eve and Independence Day and the 48-hour periods before and after these holidays, are specifically excluded from Service Level standards. During these excluded periods, because of the large amount of fireworks activity, ShotSpotter uses fireworks suppression techniques.³

The ShotSpotter sensors send incident information to the ShotSpotter cloud via third party cellular, wireless or wired networks. ShotSpotter is not responsible for outages on the third-party networks.

Service Failure Notification

Should ShotSpotter identify any condition (disruption, degradation or failure of network, cloud, servers, sensors etc.) that impacts ShotSpotter's ability to meet the Gunshot Detection & Location standard (above), ShotSpotter will proactively notify the Customer with: a) a brief explanation of the condition; b) how the Customer's service is affected; and c) the approximate timeframe for resolution. ShotSpotter will also notify the Customer once any such condition is resolved.

Customer Responsibilities

The purpose of the Reviewed Alert service is to provide incident data to the Customer, reviewed, analyzed and classified in the manner described above. However, it is the sole responsibility of the Customer to interpret the data provided, and to determine any appropriate follow-up reaction or response, including whether or not to dispatch emergency responder resources based on a Reviewed Alert. ShotSpotter does not

³ ShotSpotter will put the ShotSpotter system into "fireworks suppression mode" during this period in order to reduce the non-gunfire incidents required for human classification. ShotSpotter will formally inform the customer prior to the system being placed in fireworks suppression mode and when the mode is disabled. While in fireworks suppression mode, the incident alerts determined to be fireworks are not sent to the reviewer nor the Customer dispatch center, patrol car MDTs, and officer smartphones; however, these non-gunfire incidents will continue to be stored in the database for use if required at a later time.

assume any obligation, duty or responsibility for reaction, response, or dispatch decisions, which are solely and exclusively the responsibility of Customer, or for the consequences or outcomes of any decisions made or not made by the Customer in reliance, in whole or in part, on any services provided by ShotSpotter.

Customer must inform ShotSpotter when Verified Incidents of gunfire are missed by the ShotSpotter Respond System in order to properly calculate Performance Rate, as defined below.

Customer is responsible for providing any required workstations, mobile devices and internet access for the Customer's dispatch center, patrol car MDTs, and officer smartphones, or Insight.

Support Level Matrix

Support Level	Tier 1 Support (IRC)	Tier 2 Support (Customer Support)
Features	• Login support • Report a misclassification • Report a missed incident • Report a mislocated incident • Basic audio request • General/application questions • Request for ILS	Normal Support: • Analysis of missed gunshots • Detailed audio search • Performance analysis • Integration issues Critical Support: • System outage
Hours of Operation	24x7x365	Normal Support: 5 am – 11 pm Pacific Time Zone Escalation: 24x7x365

ShotSpotter – Definition of Key Terms

The ShotSpotter Respond System will provide data for correct detection and accurate location for ninety percent (90%) of detectable (outdoor, unsuppressed) community gunfire which occurs within a coverage area, the “Coverage Area”, provided the measurement is Statistically Significant, as defined below. This performance rate shall be calculated as a percentage as follows:

$$\text{Performance Rate} = \frac{\text{NumberAccuratelyLocated}}{(\text{NumberAccuratelyLocated} + \text{NumberNotDetected} + \text{NumberMislocated})}$$

where the “*Performance Rate*” is a number expressed as a percentage, “*NumberAccuratelyLocated*” is the number of “Gunfire Incidents” occurring within the Coverage Area during the specified period for which the ShotSpotter Respond System produced an Accurate Location, *NumberMislocated* is the number of Verified Incidents (a “Verified Incident” is an incident where Customer has physical or other credible evidence that gunfire took place) for which the ShotSpotter Respond System produced an inaccurate location (i.e., a Mislocated Incident), and *NumberNotDetected* is the number of Verified Incidents for which the ShotSpotter Respond System failed to report a location at all (i.e., Missed Incidents).

An “Accurate Location” shall mean an incident located by the ShotSpotter Respond System to a latitude/longitude coordinate that lies within a 25-meter radius of the confirmed shooter’s location (25 meters = approximately 82 feet). “Detectable Gunfire” incidents are unsuppressed discharges of ballistic firearms which occur fully outdoors in free space (i.e., not in doorways, vestibules, windows, vehicles, etc.) using standard commercially available rounds of caliber greater than .25.

ShotSpotter Review Period is measured as the period commencing when the Incident Review Center (IRC) receives the alert and the first audio download to the time it is published to the customer

ShotSpotter Respond System performance is guaranteed after a “Statistically Significant” set of incidents has been detected in accordance with timeframes set forth herein and following DQV and commercial system acceptance. The ShotSpotter Respond System is designed to detect gunfire which is typically well distributed throughout the Coverage Area; however, performance should not be construed to mean that 90% of gunfire fired at any given location within the Coverage Area will be detected and located within the guaranteed accuracy.

The ShotSpotter Respond System is not a “point protection” system and is therefore not designed to consistently detect gunfire at every single location within the Coverage Area,

but rather to Accurately Locate 90% of the Detectable Incidents in aggregate throughout the entire Coverage Area. There may be certain locations within the Coverage Area where obstacles and ambient noise impede and/or overshadow the propagation of acoustic energy such that locating the origin at those positions is inconsistent or impossible. The Performance Rate calculation is thus specifically tied to the Community Gunfire across the entire Coverage Area.

Statistically Significant shall be defined as measurements and calculations which shall be performed as follows: (a) Across an entire Coverage Area; (b) Aggregating over a period of at least 30 days under weather conditions seasonally normal for the area; and (c) Provided that the total number of gunfire incidents being counted is equal to or greater than: (i) thirty (30) incidents for systems of up to three (3) square miles of Coverage Area, or (ii) ten (10) incidents multiplied by the number of square miles of Coverage Area for systems where one or more Coverage Areas are three (3) square miles or larger.

EXHIBIT C – COVERAGE AREA

Proposed Coverage Area

ShotSpotter systems are deployed to provide coverage for a specified area, bounded by a specific coverage area perimeter. ShotSpotter will design the coverage area based upon the Department's requirements and based upon analysis of historical crime data. The area delineated by a red boundary in the image below is a rough estimate of the proposed coverage area based on analysis of the Department-provided crime data as described. The precise size of the area (i.e., in square miles) can only be verified with actual acoustic propagation information; therefore, the final coverage area may vary. ShotSpotter will perform this verification during the installation process.

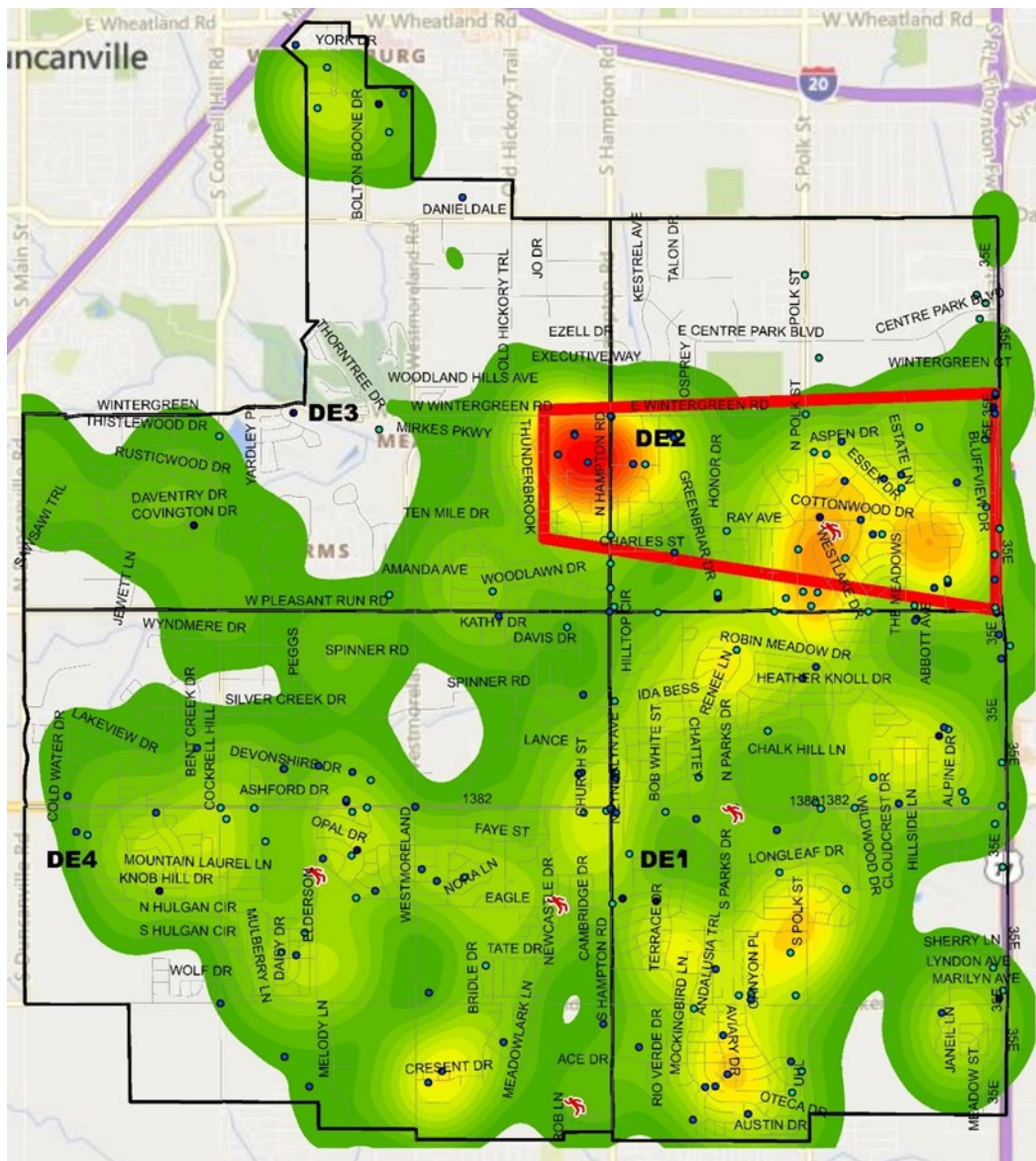


Figure 1: Proposed ShotSpotter Coverage Area = 2 square miles