

AMENDMENT TWO TO CONTRACT FOR SERVICES

BETWEEN

SHOTSPOTTER, INC. AND THE CITY OF COLUMBUS, DEPARTMENT OF PUBLIC SAFETY

This Amendment Two (this "Amendment Two") to the Contract for Services dated October 4, 2018, by and between ShotSpotter, Inc. ("ShotSpotter") and the City of Columbus, Department of Public Safety ("City") (the "Contract"), is effective as of the last date of signature below. Except as modified herein, all other terms and conditions of the Contract remain in full force and effect. In the event of a conflict between the terms and conditions of the Contract and this Amendment, the terms and conditions of this Amendment shall control. ShotSpotter and City may also be referred to herein individually as a "Party", or collectively as the "Parties".

WHEREAS, the Contract and its Exhibits set forth the terms and conditions under which ShotSpotter would provide its gunshot detection, location, and forensic analysis services to the City on an annual subscription basis; and

WHEREAS, the Contract was previously amended ("Amendment One") to provide a six (6) month renewal period effective February 7, 2020 through August 6, 2020; and

WHEREAS, the Parties desire to further renew the City's subscription term for an additional eighteen (18) month period.

NOW, THEREFORE, the Parties agree as follows:

1. City desires, and ShotSpotter agrees to extend the City's 2020-2021 subscription term for an additional eighteen (18) month period beginning August 7, 2020 and ending February 6, 2022 as set forth in ShotSpotter Quotation COLUMBOH081920 attached hereto as Exhibit A.
2. ShotSpotter's receipt of the City's purchase order for the total amount due in Exhibit A is required by 30 September 2020.

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

**CITY OF COLUMBUS
DEPARTMENT OF PUBLIC SAFETY**

SHOTSPOTTER, INC.

Accepted By (Signature)

Accepted By (Signature)

Printed Name

Printed Name

Title

Title

Date

Date

EXHIBIT A



Quotation

7979 Gateway Blvd., Suite 210
 Newark, CA 94560-1156
 Phone (888) 274-6877 Fax (850) 887-2106

DATE 8/19/2020
 Quotation # COLUMBOH081920
 Customer ID Columbus OH

Quotation For:
 Deputy Director George Speaks
 City of Columbus
 Department of Public Safety
 77 North Front Street
 Columbus, OH 43215

Quotation valid until: 9/30/2020
 Prepared by: K Isotalo

Comments or Special Instructions: Renewal of Annual Subscription Services for August 7, 2020 through February 6, 2022 for Phase IA (3 mi² of coverage); Phase IB (3 mi² of coverage) and Phase IC (3 mi² of coverage). The proposed services will be delivered according to the terms and conditions contained in the ShotSpotter Flex Services Agreement dated October 4, 2018, which is incorporated herein by reference.

SALESPERSON	P.O. NUMBER	SHIP DATE	SHIP VIA	TERMS	
Layne			Electronic	Net 30	
QUANTITY (mi ²)	DESCRIPTION		UNIT PRICE (per mi ²)	TAXABLE?	AMOUNT
3	Renewal of ShotSpotter Annual Subscription Services for Phase IA for 8/7/2020 to 2/6/2022		\$68,250		\$307,405.00
3	Renewal of ShotSpotter Annual Subscription Services for Phase IB for 8/7/2020 to 2/6/2022		\$68,250		\$307,405.00
3	Renewal of ShotSpotter Annual Subscription Services for Phase IC for 8/7/2020 to 2/6/2022		\$68,250		\$307,405.00
				SUBTOTAL	\$922,215.00
				TAX RATE	
				SALES TAX	-
				OTHER	-
				TOTAL	\$922,215.00

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

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

THANK YOU FOR YOUR BUSINESS!



**Price Proposal to Expand Subscription-Based
Gunshot Detection, Location, and Forensic Analysis Service
for the City of Columbus, Ohio**

August 19, 2020

Proposal ID: COLUMBOH081920

Submitted by: Trish Layne, Director – Midwest Region
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650.887.2106 fax
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7979 Gateway Boulevard, Suite 210
Newark, California 94560
888.274.6877
www.shotspotter.com

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Executive Summary

Introduction

ShotSpotter is pleased to provide this proposal for expanded gunshot detection, location, and forensic analysis services per the City's request. ShotSpotter is honored to have served the City of Columbus and the Columbus Division of Police in its gun violence reduction efforts since October 2018, and we are pleased to present the following proposal to expand the City's current 9 square miles of ShotSpotter Flex coverage with an additional 3 square miles in the City's Near East side.

We look forward to working with the City to extend the benefits of ShotSpotter Flex to this new coverage area as you expand your efforts to reduce gun violence in your community.

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 Division's requirements. The area to be covered is shown in the map image below, delineated by a green boundary. This new area in the Near East side is adjacent to the City's existing coverage in the South Side, delineated by a red boundary. Please note, the area outlined in the image is a rough estimate of the requested coverage area. 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 Expansion Coverage Area = 3 square miles.

Pricing

Contract Term	Flex Coverage Area Size	One-Time Service Startup Fees (Initiation)	Annual Subscription Fees*	Discount for Multi-Year Term**	Total
3 Years	3 mi ²	\$30,000	\$210,000 x 3	(\$30,000)	\$630,000

*ShotSpotter's current annual subscription fee is \$70,000 per square mile.

**See Pricing Assumptions below for details.

PLEASE NOTE: Should Columbus elect to participate in our Missions Early Adopter Program as presented in ShotSpotter's proposal labeled COLUMBOHMI081920, ShotSpotter will waive the year-one annual ShotSpotter Flex Subscription Fee (\$70,000) for one of the three square miles proposed above.

Forensic Consultation Services

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

Payment Terms

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

Three-Year Payment Terms

- 50% of Year 1 fees due upon execution of agreement (\$105,000)
- 50% of Year 1 fees due upon ShotSpotter activation (live) status (\$105,000)
- 100% of Year 2 fees due prior to 1st anniversary of ShotSpotter live status (\$210,000)
- 100% of Year 3 fees due prior to 2nd anniversary of ShotSpotter live status (\$210,000)

PLEASE NOTE: Should Columbus elect to participate in our Missions Early Adopter Program as presented in ShotSpotter's proposal labeled COLUMBOHMI081920, ShotSpotter will waive the year-one annual ShotSpotter Flex Subscription Fee (\$70,000) for one of the three square miles proposed above, thereby reducing the two Year 1 payments (above) to \$70,000 each.

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 Flex Services Agreement dated October 1, 2018.
- This pricing is contingent upon execution and adoption of ShotSpotter Missions Proposal COLUMBOHMI081920.
- 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.
- The Multi-Year Term Commitment discount will be applied to the one-time fees and is contingent upon ShotSpotter receiving a three-year term commitment allowing us to invoice automatically for each annual subscription term over the three years of the agreement, without any requirement for obtaining additional approvals, Purchase Orders, or notifications.
- This pricing remains valid through October 31, 2020.
- The pricing assumes that the Division will provision network access to meet ShotSpotter minimum specifications and requirements for all computers (PCs and MDCs) that will access the ShotSpotter service.