SST™

ShotSpotter Flex™

Rochester, NY Services Agreement

SST, Inc. (also "ShotSpotter," "we," "us," or "our") and the end-user customer (also "Customer," "you" or "your") agree to the following Services and License Agreement and General Terms and Conditions (hereinafter, "Agreement").

The following Agreement is an essential part of the "Purchase Documents" (which term shall include this Agreement and all executed proposals and purchase orders, together with all attachments and appendices) under which you purchase ShotSpotter Gunshot Location services identified in the Purchase Documents and described herein ("Service"). Your access, or use of any part of the Service (and/or signature on the purchase order and/or agreement) shall constitute your representation that you have read all the terms and conditions of this Agreement, and your acceptance of them as an integral part of the Agreement and your purchase or order of the Service. If you do not agree to be bound by these terms and conditions, do not access or use any part of the Service.

1. SERVICES. In consideration of the parties' mutual undertakings set forth in the Purchase Documents and in this Agreement, you and we agree as follows:

For purposes of this Agreement, the Service shall consist of (i) providing access by the Customer to Reviewed Alerts delivered via a password-protected internet portal ("Alert Console") and user interface supplied by SST (together the *Alert Console and interface shall be called the "Software")* (ii) providing access to historical Reviewed Alerts and incident information via the Software; and (iii) other services as specified in the Purchase Documents.

Reviewed Alerts consist of data for gunfire incidents, detected by the ShotSpotter Gunshot Location System and reviewed by a SST incident reviewer employee (see Exhibit A).

SST will install or convert the ShotSpotter Gunshot Location System in the coverage area specified in the Purchase Document. SST will host the Service and may update the functionality and Software of the Service from time to time in its sole discretion and in accordance with this Agreement.

Except in the circumstances where a system has been previously purchased and is being converted, SST shall retain ownership of, and all rights to, all components of the ShotSpotter Gunshot Location System, including hardware components, Software and firmware. Under this Agreement the Customer is only licensing rights to access the incident information detected by the ShotSpotter Gunshot Location System.

2. LICENSE. The following sets forth the terms and conditions of your non-exclusive, non-transferable and terminable license to use the Service, Software and Data (as those terms are defined herein).

This License creates important legal rights and obligations, so please read it carefully before using the Service. This License constitutes an offer by us to you. **By manifesting electronically your assent to these terms, using the service, or by issuing a purchase order or signing a purchase agreement, you agree to be bound by the terms and conditions of this license.** If you do not agree to be bound by the terms of this License, do not issue or execute a Purchase Document, or use the Service.

A. RIGHTS IN DATA. All Data created or generated, through the Subscription Service in the course of providing the Subscription Service and related Services to Customer, remains the property of SST. SST will seek Customer approval prior to releasing or using any law enforcement or forensic sensitive data in any manner other than provided in Section 1 of this Agreement. At no time, either in a non-exclusive or exclusive data ownership, does SST release, sell, license, or otherwise distribute the gunfire alert Data to the press or media without the prior express consent, which shall not be unreasonably withheld.

If the customer purchases the exclusivity option, then SST will not distribute to any third party any Data related to or generated by ShotSpotter Gunshot Location System in Customer's coverage area, unless in response to a valid order or subpoena issued by a court or other governmental body, or as otherwise required by law.

B. RESTRICTIONS. The Software are our proprietary products, may incorporate components supplied to us 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 Software and any part thereof are the property of us or our suppliers. By virtue of this License, you acquire only the right to use the Software and Data in accordance with this Agreement, but otherwise acquire no license, title or ownership rights, express or implied, in or to the Software, or any right to use or practice any of our patents, copyrights, trademarks, or trade secrets, all of which rights are reserved expressly by us or our suppliers. You may not make any copies of the written materials or documentation that accompanied any component of the Software, or use them, or any other information concerning the Service that we have designated as confidential, for any purpose other than bona fide use of the Service or Software for the specific purposes contemplated herein, nor allow anyone else to do so. You shall not, without our express written consent, which may be withheld or conditioned in our sole discretion: (i) modify, adapt, alter, translate, copy, perform or display (publicly or otherwise) or derivative, new or other works based, in whole or in part, on the Software, or on the Service; (ii) merge, combine, integrate or bundle the Software, in whole or in part, with other software, hardware, devices, systems, technologies, products, services, functions or capabilities; (iii) transfer, distribute, make available the Service, or Software to any person other than the specific end-user customer identified to SST in the Purchase Documents, sell, resell, sublicense, lease, rent, or loan the Service, or Software, in whole or in part, or (iv) provide use or permit operation of any of the Service, Software by any person other than the original end- user customer designated in the Purchase

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SST and ShotSpotter technology is protected by one or more issued U.S. and foreign patents, with other domestic and foreign patents pending.

Documents, nor in or through any application service provider, service bureau, rental or time-sharing arrangement; (v) 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 Data or Software, or any data or information created, compiled, displayed, or accessible through the System, in whole or in part; or (vi) remove, modify or obscure any identification or proprietary or restrictive rights markings or notices from the Data, Software or any component thereof.

SST and its licensors retain all ownership of all intellectual property rights in and to all Software, all computer programs, related documentation, technology, knowhow and methods and processes embodied in or made available to you in connection with the Service, including, without limitation, all patent rights, copyrights, trade secret rights, trademarks and service marks. All rights not expressly granted to you herein are reserved by SST. You shall take all reasonable measures to protect SST's intellectual property rights in the Service and Software, including providing assistance and measures as are reasonably requested by SST from time to time.

You are hereby placed on notice that alteration or removal of copyright management information (including, without limitation, licensor's name and other identifying information, name of the Service, the terms and conditions of this License, and identifying numbers or symbols) embodied in or associated with the Service is prohibited, because such conduct may cause others to infringe our rights in and to the system, Service and/or Software. You may also not obscure or remove any confidentiality, patent, trademark or copyright notices on any component of the Service, or any documentation.

C. TERMINATION. You agree that your right to use the Service and Software will terminate automatically if you violate any of the terms of this License, or fail to timely pay any sums you owe to us or resellers or integrators of our Service, or fail to renew the Service upon expiration of the Service term. In the event of termination, your access to the Data and Software will be terminated, and SST will cease delivering Reviewed Alerts, and disable your access to the Data. Customer agrees that SST shall not be liable to Customer nor to any third party for any suspension of the Service resulting from Customer's nonpayment of fees as described in this section.

D. MODIFICATION TO OR DISCONTINUATION OF THE SERVICE. Upon reasonable prior notice to Customer SST reserves the right from time to time to modify, temporarily or permanently, the Service (or any part thereof). In the event that SST modifies the Service in a manner which removes or disables a feature or functionality on which Customer materially relies, SST, at Customer's request, shall use commercially reasonable efforts to restore such functionality to Customer. In the event that SST is unable to substantially restore such functionality, Customer shall have the right to terminate the Agreement and receive a pro-rata refund of the annual Service fees paid under the Agreement for use of the Service which was paid for by Customer but not yet furnished by SST as of the date of such termination. Customer acknowledges that SST reserves the right to discontinue offering the Service at the conclusion of Customer's then current term. Customer agrees that SST shall not be liable to Customer or to any third party for any modification of the Service as described in this section.

E. OTHER RESTRICTIONS. You acknowledge and agree that the source code and internal structure of the Software, Data and Service, as well as documentation, operations manual and training material are our confidential property, and trade secrets, the value of which would be destroyed by disclosure to the public. Use by anyone other than you of the Service, documentation, and Data is prohibited, unless pursuant to a valid assignment under this Agreement.

3. LIMITED EXCLUSIVE WARRANTY. Provided that you comply with your obligations under the terms and conditions stated herein, we warrant that the Software (as defined herein) will be free of defects in workmanship which materially impair the functioning of the Service and Software in substantial conformity with the specifications documentation accompanying the Service.

The Software covered under this limited exclusive warranty consists exclusively of ShotSpotter Alert Console software and user interface, installed and operated locally on customer's computers and devices supplied by SST for your use by on and in connection with a ShotSpotter System, subject to the terms and conditions of the License between you and us.

A. REVIEWED ALERT SERVICE LEVELS. As regards to sonic event review and alert services, subject to the Customer's compliance with its obligations hereunder, and to the disclaimers and limitations set forth in Exhibit A, and in Sections 5(C), 6, 7, 13 and 15 of this Agreement, we agree to provide the service levels forth in Exhibit A, attached hereto.

B. SERVICE LEVELS.

As regards to System configuration, subject to the Customer's compliance with its obligations hereunder, and to the disclaimers and limitations set forth in Exhibit B, and in Sections 5(C), 6, 7, 13 and 15 of this Agreement, we agree to provide the service levels set forth in Exhibit B, attached hereto.

C. OTHER WARRANTY. SST warrants that the Service, Data and Software shall be free of viruses, Trojan horses, worms, spyware, or other malicious code or components.

The limited exclusive warranties expressly set forth in this Agreement are the only warranties made to you and are provided in lieu of any other warranties (if any) created by any documentation or packaging, or otherwise express or implied. These limited exclusive warranties give you specific legal rights, and you may also have other rights which vary by jurisdiction.

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4. SST SUPPORT. During the term of the Services, SST will make commercially reasonable efforts to promote Customer's successful utilization of the Service, including but not limited to providing Customer with user guides, online help, online training presentation, and online training sessions (as available). SST will provide reasonable efforts to respond via email to requests for support relating to incident classification within 8 hours of the request.

In addition, SST will use commercially-reasonable efforts to respond to other support requests within 24 hours of receipt of the request during the period of 8am to 5 pm Monday through Friday. The e-mail support specialist shall be responsible for receiving Customer reports of missed incidents, or errors in the Service, 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 telephonically, then SST will use commercially-reasonable efforts to restore functionality of the Service to Service specifications within 72 business hours of receipt of the report.

A. FORENSIC REPORTS. SST, at the specific request of the customer, will produce and provide a maximum of two (2) detailed incident forensic reports per mile, per year, for any ShotSpotter detected incidents, including Reviewed Alerts, if such information is deemed by the customer to be valuable to the customer for investigation follow-up, prosecutorial requirements, or after action review.

Such reports must be requested a minimum of 5 days in advance of when needed, and all such requests must be in writing and addressed to the SST Customer Service Department. Customer should expect delivery of these reports within 5 days after receipt of the request. Additional reports are available within 72 hours of the receipt of an approved purchase order in the amount of$3,500 per additional report. This benefit shall only be available to Customer if Customer is fully current with payments due under this Agreement. In the case that Customer is not current with their payments, then forensic reports shall not be generated nor provided to Customer until Customer becomes current with its payment obligations.

B. EXPERT WITNESS SERVICES. SST offers reasonable expert witness services. The Customer will be responsible for all travel and per diem reimbursement. At the specific request of the customer, SST will provide individual(s) for the purposes of expert witness testimony for any ShotSpotter detected incidents, including Reviewed Alerts, for which the incident information is deemed by the customer to be valuable to the customer's prosecutorial requirements. Customer understands that SST 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. SST 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 SST personnel. Due to the nature of legal proceedings, SST 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.

5. TERM, RENEWAL

A. TERM AND COMMENCEMENT. The Service term shall be specified in the Purchase Document and will commence on the date that the Service is available to the Customer via the Alert Console.

B. RENEWAL. The Service may be renewed for successive periods of one year each, in accordance with the following procedure. Not later than thirty (30) days prior to the expiration of the Service term then in effect, Customer shall issue a purchase order and tender payment in full for the next annual renewal (unless otherwise agreed in writing by SST), and the term shall be renewed for another year. SST shall provide Customer with renewal fees, terms and conditions for the next successive renewal term upon Customer's request but no later than 90 days from the expiration date. Customer acknowledges that the Service 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. Any changes to fees, terms, conditions and services levels will be clearly disclosed to Customer prior to or at the time renewal.

If Customer fails to renew in a timely manner and hence allows the Service term to expire then the Service will terminate in accordance with Section 2. C. At its discretion, SST may remove the ShotSpotter Gunshot Location System and any components from the coverage area at that time. If SST does not remove the ShotSpotter Gunshot Location System from the coverage area, Customer may reinstate the Service at a later date by renewing, however Customer will not have access to any Reviewed Alerts that they would have had access to during the lapsed period.

C. COMMERCIAL CARRIER DATA SERVICES. The ShotSpotter Gunshot Location System may use wired, wireless or cellular wireless acoustic sensor communications which necessitates the existence of a real- time data communications channel from each sensor to the 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 SST to provide the Service. In such circumstances SST will use commercially reasonable efforts to obtain alternate wired or wireless cellular communications or adjust the coverage area as necessary. In the event SST is unable to do so, SST will terminate the Service and refund a pro-rata portion of the annual Service fee to Customer.

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Consultant's Liability

The Consultant hereby agrees to defend, indemnify and save harmless the Customer against any and all liability, loss, damage, detriment, suit, claim, demand, cost, charge, attorney's fees and expenses of whatever kind or nature which the Customer may directly or indirectly incur, suffer or be required to pay by reason of or in consequence of the carrying out of any of the provisions or requirements of this Agreement, where such loss or expense is incurred directly or indirectly by the Customer, its employees, subcontractors or agents, as a result of the negligent act or omission, breach or fault of the Consultant, its employees, agents or subcontractors. If a claim or action is made or brought against the Customer and for which the Consultant may be responsible hereunder in whole or in part, then the Consultant shall be notified and shall be required to handle or participate in the handling of the portion of the claim for which it may be responsible as a result of this section.

6. IP INFRINGEMENT; EXCLUSIVE REMEDY.

Subject to the terms and conditions hereof, SST agrees to defend and indemnify Customer (provided it is the actual End-user Customer of the Service) 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 end-user customer by a third party unrelated to the customer, in which such third party asserts *a claim that the Service and/or Software, when used in* accordance with SST's specifications and for the purposes intended, 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 purchase the ShotSpotter Flex System.

Provided, however, that SST 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, and that Customer shall provide SST with reasonably prompt written notice of any such suit or action, and of any oral, written or other communication or other information or circumstances of which Customer becomes aware that could reasonably be expected to lead to such a suit or action (including any and all cease and desist demands or warnings, and offers or invitations to enter license agreements), and shall provide SST all reasonable assistance and information in connection with SST's investigation and defense of any claim of infringement.

Further provided, however, that this section shall not apply and SST shall have no obligation to defend and indemnify Customer in the event the Customer or a reseller, integrator, service provider or supplier modifies, alters, substitutes, or supplements any of the Service, 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 SST as part of the Service, 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 Service 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 SST's opinion, the Service, 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 a customer in a lawsuit which SST 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 SST's obligations under this section, then SST 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 Service or Software, (2) modify or replace such Service or Software to make it or them non-infringing, or (3) refund to the purchaser a pro-rata portion of the annual Service price paid for the Service System

The foregoing section states the entire liability of SST and customer's and its suppliers' 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 system, system 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.

7. LIMITED WARRANTIES EXCLUSIVE; DISCLAIMERS *IMPORTANT; PLEASE READ CAREFULLY*

To the maximum extent permitted by applicable law, the limited warranties expressly set forth above are exclusive, and in lieu of all other warranties, whether written, oral, express, implied or statutory. There are no warranties that extend beyond those expressly set forth herein, and no prior statements, representations, or course of dealing by any SST representatives shall vary, expand or modify these warranties.

SST Warrants that both the Shot Spotter, and any use of Shot Spotter which complies with instructions and direction provided by SST, will comply with all applicable laws.

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We do not warrant or represent, expressly or implicitly, that the Service or its use will: result in the prevention of crime or hostile enemy action, apprehension or conviction of any perpetrator of any crime, military prosecution of any enemy force, or detection or neutralization of any criminal, combatant or threat; 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 SST-supplied network will remain in operation at all times or under all conditions.

SST 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 Services or Reviewed Alerts provided by SST, 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 Services provided by SST, including any death, injury, or loss or damage to any property.

Any and all warranties, express or implied, of fitness for high risk purposes requiring fail-safe performance are hereby expressly disclaimed.

You and we each acknowledge and agree that the Service is not a consumer good, and is not intended for sale to or use by or for personal, family or household use.

8. YOUR OBLIGATIONS. You acknowledge and agree that SST's duties, including warranty obligations, and ability to perform its obligations to you shall be predicated and conditioned upon your timely performance of and compliance with your obligations hereunder, including, but not limited to:

A. You agree to pay all sums due under the purchase agreement or order as and when they are due pursuant to the terms of such agreement or order. Actual access and use of the SST Service shall constitute evidence that the Service is active and the final payment is due.

B. You agree to use your best efforts to timely perform and comply with all of your obligations allocated to you in the Purchase Documents and/or other contract documents, including, without limitation, provisions regarding assisting SST in obtaining sensor site permissions from premises owners or lessors, in locations reasonably acceptable to SST, which obligations are incorporated by reference and made a part hereof. Unless the Statement of Work or other contract documents signed by SST allocates such obligations to SST expressly, customer shall be responsible for securing from premises owners or lessors all rights necessary to enter onto their premises to install sensors, and to place, operate and maintain such sensors on such premises. SST's duties, including warranty obligations to you shall be predicated and conditioned upon your timely performance of and compliance with your obligations set forth herein, and in the Purchase Documents.

C. You shall not permit any alteration, modification, substitution or supplementation of the SST Service or web portal, or the combining, connection, merging, bundling, or integration of the SST Service or web portal into or with any other system, equipment, hardware, software, technology, function or capability, without our prior written consent.

D. Unless otherwise expressly agreed in advance in writing by SST, you shall not resell, transfer, distribute *or allow access to the Service or web portal or any* portion thereof, to any person other than the specific end-user previously identified to SST in the Purchase Documents, and shall not authorize or appoint any contractors, subcontractors, original equipment manufacturers, value added integrators, systems integrators or other third parties to operate, have access to, or sublicense the Products.

E. Customer Must Have Internet Access. In order to use the Service, Customer must have or must obtain access to the World Wide Web to enable a secure https connection from the customers work station to SST'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. Passwords and Access. Customer may designate up to the number of users under Customer's account which corresponds to the number of Seats purchased by Customer, and Customer may provide and assign unique passwords and user names for each Seat purchased. Customer will be responsible for the confidentiality and use of Customer's password and user names, and agrees that sharing passwords and/or user names with unauthorized users is prohibited.

G. You shall comply with all applicable laws, rules and regulations relating to the goods and services provided hereunder.

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9. INTELLECTUAL PROPERTY RIGHTS: LIMITED LICENSE. We or our licensors retain all ownership of all intellectual property rights in and to all data, software, computer programs, related documentation, technology, knowhow and processes embodied in or made available to you in connection with the Service, and Software, including, without limitation, all patent rights, copyrights, trade secret rights, trademarks and service marks. Your rights to install and use the Data and Software are limited, and shall be strictly in accordance with the License set forth in Section 2 hereof. Any and all rights not granted expressly in such License are hereby reserved.

10. EXPORT CONTROL. You acknowledge that the ShotSpotter Flex System is the subject of a Commodity Jurisdiction determination by the United States Department of State, and has been determined to be a controlled commodity, software and/or technology subject to the United States Export Administration Regulations of the U.S. Department of Commerce. Accordingly, no part of the Data, Software, ShotSpotter Flex System or any GLS System component thereof may be transferred, consigned, shipped, delivered, received, exported or re-exported, nor may any technical data directly relating to any of the same or the underlying information or technology be disclosed, downloaded, uploaded, transmitted, received, furnished, or otherwise provided, to, by or through any person, *government, country, or to any end-user, or for any end-*uses, except in compliance with applicable U.S. export control laws administered by the U.S. Government, and any other applicable U.S. laws, 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 your country. In this respect, no resale, transfer, or re-export of any ShotSpotter Flex System exported to you 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 end-user, or to any U.S. person or entity, any of the ShotSpotter Flex System, GLS 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. Unless otherwise agreed and so specified in the Purchase Documents, you shall obtain and bear all expenses relating to any necessary determinations, registrations, licenses and/or exemptions with respect to its exportation, re-exportation or "deemed export" of the ShotSpotter Flex System, Data, Software or any GLS System Components or Services, as well as with respect to the disclosure or furnishing of any technical data or other information and services relating to any of the same. In addition to compliance with the foregoing, and without limiting the generality thereof, 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 other end-user 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.

11. PROTECTION OF CONFIDENTIAL INFORMATION. Unless either party (the "Receiving Party") obtains prior written consent from the other (the "Disclosing Party"), the Receiving Party agrees that it will not reproduce, use for purposes other than those expressly permitted herein, disclose, sell, license, afford access to, distribute, or disseminate any information: i) obtained from the Disclosing Party in connection with the System purchase, installation or operation, and designated by it from time to time as confidential; ii) the documentation, use and operations manuals; and output data created or compiled by the ShotSpotter Flex System; iii) your use of the ShotSpotter Flex System or technology, your deployment *methodology, results, or related facts; iv) the contractual* terms and payment terms applicable to the purchase of the ShotSpotter Flex System or technology, except as required by local law (collectively, "Confidential Information") Unless a section of the Purchase Document(s) specifically identifies the identity of Customer as Confidential Information, the fact that Customer is a customer of SST shall not itself be considered Confidential Information, nor shall the name of any city in which the ShotSpotter GLS System is deployed be considered confidential information. Recipient's obligations under this section shall not apply to any of Discloser's 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 of Discloser's 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 such Recipient; provided, however, such

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Recipient shall provide prompt prior written notice thereof to such Discloser to enable Discloser to seek a protective order or otherwise prevent such disclosure. Receiving Party shall use reasonable controls to protect the confidentiality of and restrict access to all such Confidential Information to those persons having a specific need to know the same for purposes expressly authorized herein, and render unreadable prior to discarding, all records containing our Confidential Information. In any event such controls shall not be less protective than those Receiving Party uses to secure and protect its own confidential, but not "Classified" or otherwise Government-legended, information

12. NOTICES. Any notice or other communication required or permitted to be given under this Agreement shall be in writing at such party's address or number or at such party's last known address or number. The party's addresses may be changed by written notice to the other party as provided herein.

13. FORCE MAJEURE. In no event shall SST be liable for any delay or default in its performance of any obligation under this or any other 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,~~ 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 SST's reasonable control. At SST's option and following notice to Customer, any of the foregoing causes shall be deemed to suspend such obligations of SST so long as any such cause shall prevent or delay performance, and SST agrees to make and Customer agrees to accept performance of such obligations whenever such cause has been remedied.

14. DEFAULT; REMEDIES. Upon the occurrence of any default by or breach of your obligations and the failure to cure the breach upon receipt of thirty (30) days written notice, we may at our option, effective immediately, either: (i) terminate our future obligations under this agreement, terminate your License to use the Service and Software and seek a prorated share of fees due and owing under this Agreement at the time of termination.

15. LIMITATIONS ON LIABILITY.

In any event, except for its IP infringement indemnity obligations under section 6 hereof, SST's cumulative liability for all losses, claims, suits, controversies, breaches or damages for any cause whatsoever (including, but not limited to, those arising out of or related to this agreement) and regardless of the form of action or legal theory shall not exceed two times the amount paid to SST under this agreement, or the amount of insurance maintained by SST 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.

16. GENERAL PROVISIONS.

A. NO AGENCY. Neither SST nor any of its employees is an agent or representative of Customer and the Customer is solely responsible for obtaining any required authorizations from any governmental agency, body or commission and for compliance therewith.

B. COMPLIANCE WITH LAWS AND TAXES. You shall comply with all applicable laws, statutes and regulations relating to the sale, distribution, and use of the Service and the performance of your duties and obligations hereunder. All prices are exclusive of all tariffs, customs duties, imposts, national, federal, provincial, state, and local VAT, excise, sales, use and similar taxes. You will be pay and be responsible for paying any and all such taxes and tariffs, when applicable.

C. EQUAL OPPORTUNITY CONTRACT CLAUSE. SST is committed to 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.

D. SEVERABILITY AND INTERPRETATION. If any provision, in whole or in part, of this Agreement and/or the Purchase Documents of which it is a part is held invalid or unenforceable for any reason, the invalidity shall not affect the validity of the remaining provisions, and there shall be substituted for the invalid provision a valid provision which most closely approximates the intent and economic effect of the invalid provision. No part or provision shall be interpreted in favor or against any party because such party or its counsel drafted the relevant provision. No course of dealing, usage, custom of trade, or communication between the parties shall modify or alter any of the rights or obligations of the parties under this Agreement and Purchase Document(s).

E. INTEGRATION, AMENDMENT AND WAIVER. This Agreement, and the Purchase Document(s) of which it is a part, together with any other exhibits or appendices thereto, constitute the entire understanding between SST and you. No other documents or representations shall be used in interpreting it. Any and all written or oral agreements heretofore existing between the parties are expressly cancelled and/or superseded.

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SST and ShotSpotter technology is protected by one or more issued U.S. and foreign patents, with other domestic and foreign patents pending.

Any other document, proposal, specification, statement of work, marketing collateral, or representation which may vary, alter, amend or supplement these terms and conditions will not be binding unless agreed to in a writing signed by appropriate representatives of both SST and Customer. No modification, variance, amendment or waiver of any part of Agreement or Purchase Document(s) shall be binding upon either party, whether written, oral, or in any other medium, unless made in writing and signed by authorized representatives of both parties. All the parties' rights and duties are material and time is of the essence; no waiver of any rights hereunder shall be deemed effective unless in writing executed by the waiving party; no waiver of either party's breach of any provision of this Agreement or Purchase Documents shall constitute a waiver of any prior or subsequent breach of the same or any other provision, and no failure to exercise, and no delay in exercising, any right(s) hereunder on either party's part shall operate as a waiver of any such right; all of the parties' rights are cumulative; and, no single or partial exercise of any right hereunder shall preclude further exercise of such right or any other right.

F. BENEFIT AND BURDEN; ASSIGNMENT. Subject to the following provisions, this Agreement and the Purchase Documents of which they are a part shall be binding upon permitted successors and assigns and shall inure to the benefit of the parties and their respective permitted successors and assigns only. **Notwithstanding that the Service and Software, and its output data may be used for law enforcement, military, public safety, and force protection purposes, there are no third party beneficiaries intended to benefit from these general terms and conditions of sale, or the agreement or order of which they are a part.** Customer may not assign or transfer this Agreement and the Purchase Documents of which they are a part, or any of the rights granted therein, in whole or in part, by operation of law or otherwise, without SST's express prior written consent. 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 SST's express consent.

G. GOVERNING LAW AND DISPUTE RESOLUTION. The validity, performance, and construction of this agreement shall be governed by the laws of the laws of the State of New York, without giving effect to the conflict of law principles thereof. The United Nations Convention on Contracts for the International Sale of Goods is expressly disclaimed and shall not apply.

H. PROFFESSIONAL LIABILITY INSURANCE

The Consultant shall procure at its own expense professional liability insurance for services to be performed pursuant to this Agreement, insuring the Consultant against malpractice or errors and omissions of the Consultant, in the amount of One Million Dollars. The Consultant shall provide the City with a certificate of insurance from an authorized representative of a financially responsible insurance company evidencing that such an insurance policy is in force. The certificate shall contain a thirty (30) day cancellation clause which shall provide that the City shall be notified not less than thirty (30) days prior to the cancellation, assignment or change of the insurance policy. The Consultant shall also give at least thirty (30) days notice to the City of such cancellation, amendment or change, and of any lapse of insurance coverage under this Agreement.

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EXHIBIT A - Reviewed Alert Service Levels

The ShotSpotter Flex System detects loud impulsive incidents, classifies them as gunfire, fireworks, or other, and sends them to the SST Incident Review Center. Within 15 seconds of receiving the incident audit download, SST review personnel will begin analysis of the incident, which will include observing sensor audio wave files and listening to sensor audio. The outcome of this review is intended to confirm or change the System's 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 **Alert Console**, based on the following criteria:

Incident Type	Action
High confidence incident is gunfire	Reviewed Gunfire Alert sent to Customer Alert Console
Uncertain if incident is gunfire or not	Reviewed Possible Gunfire Alert sent to Customer Alert Console
Low confidence incident is gunfire	**No alert will be sent**; incident available for customer review in the incident history available through the Customer Alert Console

Reviewed Alerts are sent to the Customer Alert Console. Information in a Reviewed Alert will include the location of the incident, the reviewer's qualitative assessment of the confidence level that the incident is or may be gunfire, along with other pertinent information and data.

Specifically, information provided in a Reviewed Alert will include:

- "Dot on the map" and closest parcel address denoting the location of the incident
- Qualitative Confidence that the incident is gunfire: High or Uncertain
- Qualitative Severity: Single shot, multiple shots, drive by shooting, full automatic
- Comments (if any)

The majority of incidents will be processed within 45 seconds of the System notifying the SST Incident Review Center of an incident and 90% of the incidents will be processed in less than 60 seconds. In the unlikely event that the review center loses connection to the hosting facility or the review center is unable to process the incident within approximately 60 seconds for some reason, the system will automatically route unreviewed incidents directly to the customer based on the systems classification of the incident. In the event the reviewed incident data reveals information that will aid in responder situational awareness, SST may (but is not obligated to) include this information as Comments in the Reviewed Alert.

During major holidays such as in the case of New Years Eve, Independence Day, and Cinco de Mayo, most communities experience a large increase in firework activity. During these periods, usually at least 48 hours in advance of the holiday, during the holiday and 48 hours following the holiday, SST will put the system into fireworks suppression mode so that the reviewers can focus their response to incidents classified as gunfire. SST will inform the customer prior to the system being placed in fireworks suppression mode and when fireworks suppression mode is disabled. The actual timing of fireworks suppression mode being active is determined by the review center based on the level of fireworks being discharged. While in fireworks suppression mode, fireworks incident alerts are not sent to the reviewer nor the customer alert console, however all firework incidents continue to be stored in the data base should any of this information be needed at a later time.

The purpose of the Reviewed Alert Service is to provide incident data to the Customer, reviewed, analyzed and classified in the manner described above, in situations where the analyst's qualitative confidence that an incident is or may be gunfire meets the criteria set forth 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. SST does not undertake any obligation, duty or responsibility for reaction, response, or dispatch decisions, which are solely and exclusively the responsibility of Customer, or for the

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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 SST.

The Incidents & Reports Portal provides the Customer with full and immediate access to all incident history including the same information SST 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 enables the Customer to perform its own incident reviews and run various reports. This data access is available as long as the Customer is under active subscription.

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EXHIBIT B - System Configuration and Service Levels

SST will deploy or have deployed a ShotSpotter Flex system over the agreed upon coverage area. The system will be designed to detect at least 80% of the unsuppressed outdoor gunfire, with a location accuracy to the shooter's location within 25 meters, after sensor calibration. These performance levels are predicated on the Customer assisting SST in acquiring permission for SST personnel to install and maintain the sensors at SST- recommended sites. In the event that SST cannot deploy sensors at all such sites, the foregoing performance levels may be compromised.

The sensors send incident information to a server in a SST hosting facility via third party cellular, wireless or wired networks. SST is not responsible for outages on the third party networks. SST will be responsible for installation and maintenance of the sensors and cost of the sensor communications to the hosted location server. The hosted server infrastructure (exclusive of communications networks) shall be maintained at 99.9% application availability exclusive of scheduled maintenance that SST will make reasonable efforts to coordinate with the customer.

The connection between the reviewer's console and the Customer's Alert Console is secured using a secure message protocol over http connection, where individual messages are encrypted using the same Public Key Infrastructure ("PKI") as a secure VPN connection.

Providing local access to the internet for the Alert Console is the responsibility of the Customer, as is providing a work station with access to the internet. The Customer may choose to set up multiple sessions of Alert Consoles as a form of redundancy.

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IN WITNESS THEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the date(s) shown below.

SHOTSPOTTER, INC.		CUSTOMER	City of Rochester
By:	(Authorized Signature)	By:	(Authorized signature)
Name:	Gregg Rowland	Name:	Thomas S. Richards
Title:	Senior Vice President	Title:	Mayor
Date:	July 31, 2012	Date:	9/20/2012

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City of Rochester

AGREEMENT TRANSMITTAL

Finance Dept. Use Only

Contract No. 029058

Vendor No. 0008361387

Type of Amount

Worker's Comp. Cert.

Tax ID Number 470949915

Ordinance No. 2005 - 274

Date of Agreement

Term of Agreement 8/1/05 - 12/31/05

Renewable Yes ___ No ___

Originating Dept.

Dept. Contact C. ARIENO Phone 428-6996

Contractor ShotSpotter, INC.

Subject ShotSpotter Gunshot Location Detection System

FY	FUND	DEPT.	BUR.	SUB.	MAJOR ACCT.	MINOR ACCT.	WORK ORD.	AMOUNT
N	99	005	05		699	745	09650	$305,859
N	99	005	03		699	000	09660	61,691
								367,550

INSTRUCTIONS: After the agreement is prepared by the Law Department, the originating department must enter the appropriate information in the spaces provided above. A cover memo should be enclosed which explains the purpose of the contract and the funding source. This memo should also indicate whether the proposed vendor is local (offices within Monroe County) or not. If the contractor is not local, the memo should indicate why a local contractor is not being used. A copy of this cover memo should be sent simultaneously to the Cabinet Member (Deputy Mayor / Chief of Staff / Assistant to the Mayor) who oversees the originating department. A minimum of three (3) copies of the agreement must be enclosed with this transmittal for processing. Routing is as follows:

Department	Action	Date	Initials
1. Originating Department	Department Approval and send copy of cover memo to Cabinet Member	8/17/05	JM
2. Law Department	Approve as to form	8/17/05	
3. Budget Bureau	Review for program and budget compliance	8/18/05	
4. Bureau of Accounting	Assign agreement number, encumber amount and affix "Approved for Funds" stamp	9/19/05	
5. Director of Finance	Signature Held for Insurance WC Rec'd 10/5/05	10/5/05	
6. Mayor	Signature	10/6/05	CAJ
7. Mayor's Office	Enter date and notarize	10/6/05	ac
8. Bureau of Accounting	File original and transmittal form, and forward copies to department	10/11/05	

G:\BARCLAY\WP\AGRTRANS.

Revised 1/11/99

INTERDEPARTMENTAL CORRESPONDENCE
City of Rochester – Police Department

TO: Mayor William A. Johnson, Jr.

FROM: Cedric L. Alexander, Chief of Police

DATE: August 11, 2005

SUBJECT: Request for signature on the agreement and amendment with Shotspotter for the Shotspotter System.

Transmitted for your approval and signature are a basic agreement and an amendatory agreement with Shotspotter, Inc., with offices located at 809B Cuesta Drive, Mountain View, CA 94040, for the purchase, installation, and maintenance of a gunfire detection system. The agreements will authorize the expenditure of a total amount not to exceed $367,550. The source of funds is $305,859 from the 2004-05 Cash Capital allocation and $61,691 from the 2002-03 Cash Capital allocation.

The agreements will stipulate the installation, training, testing and maintenance of the gunfire detection system. The system will provide for gunfire detection for up to six square miles. The basic agreement will use funds made available through the grant secured for us by Congresswoman Slaughter via the COPS Technology Office to provide five square miles of coverage. The amendment will provide additional coverage using City funds. *The agreements were authorized by City Council Ordinance No. 2005-274 on 08/09/05.*

I appreciate your assistance in the expediting of this agreement. When the agreement has been signed, we would please ask your staff to contact Mike Bialaszewski of the RPD Research and Evaluation Section at 428-3640.

Again, thank you for your time and consideration in this matter.

CLA/mbb/ca

Copies:
Captain Market
Carol Arleno, Budget
Suzanne Warren
Barbara Morey

FINANCE & PUBLIC SAFETY
INTRODUCTORY N
295, 296

City of Rochester

FAX (585) 428-6059
TDD/Voice 428-6054

William A. Johnson, Jr.
Mayor

City Hall, Room 307-A
30 Church Street
Rochester, New York 14614-1284
(585) 428-7045

July 21, 2005

ord. No. 2005 - 273
ord. No. 2005 - 274

TO THE COUNCIL

Ladies and Gentlemen:

Re: Police Recruitment Education Program (PREP) & Gunfire Detection System

R2010:
Campaign 3 - Health, Safety and Responsibility

Transmitted herewith for your approval is legislation that will:

1. Authorize an agreement with Monroe Community College(MCC), for receipt and use of $9,508 for participation in the Police Recruitment Education Program (PREP),
2. Amend the 2005-06 Budget to reflect the receipt and use of those funds; and
3. Authorizing an agreement with ShotSpotter, Inc. for $367,550 for installation and maintenance of, and training for, a gunfire detection system in the City.

Police Recruitment Education Program (PREP)
The goal of PREP is to help minority students successfully compete in the RPD testing and hiring process. The program, coordinated by MCC, includes tutoring, mentoring, job readiness training, physical fitness, and retention skills. The MCC grant will pay for student physical fitness training and mentoring through RPD. 20 students have completed the first two pilot rounds; eighteen remain. This funding will enable 15 new students to participate. The grant requires no cash match.

Gunfire Detection System
City Council previously authorized acceptance of a grant of $305,859, secured by Congresswoman Slaughter via the COPS Technology Office, to be used for a gunfire detection system. That grant is sufficient to provide five square miles of coverage. The additional funds from the 2002-03 Cash Capital allocation ($61,191) will provide an additional square mile of coverage, providing a more effective base.

Respectfully submitted,

William A. Johnson, Jr.
Mayor

EEO/ADA Employer

INTRODUCTORY NO. 296

Ordinance No. 2005-274

Establishing Maximum Compensation For
Professional Services Agreements For
Gunfire Detection Equipment

BE IT ORDAINED, by the Council of the City of Rochester as follows:

Section 1. The sum of $367,550, or so much thereof as may be necessary, is hereby established as the compensation to be paid for professional services agreements between the City and ShotSpotter, Inc. for the installation, training and maintenance of a gunfire detection system in the City. Of said amount, $305,859 shall be funded from the 2004-05 Cash Capital Allocation and $61,691shall be funded from the 2002-03 Cash Capital Allocation.

Section 2. This ordinance shall take effect immediately.

PASSED UNANIMOUSLY

Doc #:
1003
ShotSpotter, Inc. (Dr
COPY #1

AGREEMENT FOR PROFESSIONAL SERVICES

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AGREEMENT

THIS AGREEMENT, entered into on the ___ day of ______, 2005_, by and between the CITY OF ROCHESTER, a municipal corporation having its principal office located at CITY HALL, 30 Church Street, Rochester, New York, 14614, hereinafter referred to as the "City", and ShotSpotter, Inc. with offices at 809B Cuesta Drive, Mountain View, CA 94040, hereinafter referred to as the "Consultant".

WITNESSETH:

WHEREAS, the City, , desires to secure the professional services of the Consultant to deliver and install one ShotSpotter Gunshot Location Detection System as further described in Proposal number 2004RPD0016.2, dated January 27, 2005, and attached hereto as Exhibit A and incorporated herein by reference, hereinafter referred to as the Project and;

WHEREAS, the Consultant covenants that it has the personnel, skills and expertise required and wishes to undertake the Project.

NOW THEREFORE, the City and the Consultant do mutually agree, in consideration of the covenants, terms and conditions contained herein, as follows:

ARTICLE I, Part 1. Description of Professional Services

Section 1.101 General

A. Consultant shall provide the services necessary for the successful completion of the Project as set forth in more detail in Exhibit A, attached hereto and incorporated herein.

B. The Consultant is to have on its staff and is to retain during the performance of its services all appropriate professional personnel necessary to completely and accurately perform the work and services required.

C. The Consultant's obligations under this Section are in addition to the Consultant's other express or implied assurances under this Agreement or State law and in no way diminish any other rights that the City may have against the Consultant for faulty materials, equipment or work.

D. Notwithstanding anything contained in this Agreement, in the event of a conflict between the terms of this Agreement and the Contractor's Standard Terms and Conditions included and attached hereto as part of Exhibit A to this Agreement, the Standard Terms and Conditions shall prevail.

ARTICLE I, Part 2. Subcontracts

All services to be performed under this Agreement shall be performed with the Consultant's own employees, unless the City agrees that the Consultant may subcontract such services. Copies of all proposed Agreements between the Consultant and subcontractors shall be submitted to the City along with a statement of the subcontractor's qualifications. Such Agreements must be approved by the City in writing prior to initiation of work. All subcontracts under this Agreement are subject to all applicable provisions of this Agreement unless otherwise directed in writing by the City. The Consultant is responsible for the completion of all services under this Agreement in an acceptable and timely manner, including any services performed by a subcontractor, supplier or other party with whom the Consultant has a contract. The City acknowledges that Consultant intends to employ the services of a local Rochester electrical or telephone subcontractor to perform certain physical equipment installation inherent in the system to be deployed under this contract.

ARTICLE I, Part 3. City Responsibilities

The City shall:

A. In addition to the responsibilities below, the City's responsibilities under this Agreement shall be as set forth in Exhibit A attached hereto.

B. Provide as complete information pertinent to the Project to the Consultant as is reasonably possible.

C. Examine all studies, reports, sketches, estimates, drawings, specifications, proposals and other documents presented to the City by the Consultant for review and render decisions pertaining thereto within a reasonable period of time, so as not to delay the work of the Consultant.

ARTICLE I, Part 4. Fees

Section 1.401 General

A. In no event whatsoever shall the total fee payable to the Consultant pursuant to this Agreement, including all costs and disbursements whatsoever, exceed Three Hundred Five Thousand Eight Hundred Fifty-Nine Dollars ($305,859.00) .

B. The Consultant shall have the right to bill the City for services performed and not already billed as follows:

50% of the purchase price is due upon execution of the order, 25% is due when installation is complete and the balance is due within ten days of acceptance by City.

C. Payment Request

The Consultant shall submit duly executed vouchers upon forms which shall be supplied and in the manner prescribed by the City to receive payment. Invoices shall be attached to the vouchers.

ARTICLE I, Part 5. Term

This Agreement shall commence upon execution of this Agreement and shall terminate on December 31, 2005 except with respect to all warranties as set forth herein, which shall terminate three (3) years from acceptance of the System.

ARTICLE I, Part 6. Time of Performance

A. The Consultant shall provide all reports, deliverables, and submittals in a timely fashion.

B. The Consultant shall not be held responsible for delays caused by the City of Rochester or by other parties not directly under its control.

C. The above time limits may be extended only by mutual written agreement of the parties hereto. It is understood that it is the intention of the City to have the service performed under this Agreement carried out as expeditiously as possible.

ARTICLE I, Part 7. Removal of Personnel

All personnel assigned by the Consultant shall be subject to the approval of the City and be required to cooperate with the City project personnel. In the event that the Consultant's personnel fail to cooperate or perform their assigned tasks in a reasonable manner as determined by the City, the City may require the Consultant to replace such personnel.

ARTICLE I, Part 8. Authorized Agent

A. The City hereby designates the:

City Corporation Counsel
Fourth Floor - City Hall - A
30 Church Street
Rochester, New York 14614-1278

B. The Consultant hereby designates:

James G. Beldock, Chief Executive Officer
ShotSpotter, Inc.
809B Cuesta Drive, Suite 205
Mountain View California 94040

or an authorized representative in case of absence, as Authorized Agents for the receipt of all notices, demands, vouchers, orders, permissions, directions, and other communications pursuant to this Agreement, if dispatched by registered or certified mail, postage prepaid, or delivered personally to the Authorized Agents designated herein. The City's agent is authorized to request in writing such additional services within the maximum authorized compensation as the Agent deems necessary.

The parties reserve the right to designate other or additional Authorized Agents upon written notice to the other.

ARTICLE I, Part 9. Ownership of Documents

All original notes, drawings, specifications and survey maps prepared by the Consultant under this Agreement, upon completion of the work required herein, or upon acceptance by the City of each individual Assessment report will become the property of the City and shall be delivered to the City's Authorized Agent. The Consultant may provide a complete reproducible set of drawings, specifications, survey maps and all other documents in lieu of the originals.

ARTICLE I, Part 10. Confidentiality

The Consultant agrees that any and all data, analyses, materials or other information, oral or written, made available to the Consultant with respect to this Agreement, and any and all data, analyses, materials, reports or other information, oral or written, prepared by the Consultant with respect to this Agreement shall, except for information which has been or is publicly available, be treated as confidential; and shall not be utilized, released, published or disclosed by the Consultant at any time for any purpose whatsoever other than to provide consultation or other services to the City.

ARTICLE I, Part 11. Organizational Conflict of Interest

A. The Consultant warrants that to the best of the Consultant's knowledge and belief, there are not relevant facts or circumstances which could give rise to an organizational conflict of interest, as herein defined, or that the Consultant has disclosed all such relevant information.

B. An organizational conflict of interest exists when the Consultant performs or agrees to perform services for another party that could foreseeable implicate the City as a potentially responsible party in an environmental enforcement action or claim against the City or otherwise increase the potential liability of the City.

C. The Consultant agrees that if an actual or potential organizational conflict of interest is discovered, the Consultant will make a full disclosure as soon as possible in writing to the City. This disclosure shall include a description of actions which the Consultant has taken or proposed to take, after consultation with the City, to avoid, mitigate, or neutralize the actual or potential conflict.

D. The City may terminate this Agreement in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Consultant was aware of a potential organizational conflict of interest prior to award, or discovered an actual or potential conflict after award and did not disclose it, or misrepresented relevant information to the City, the City may terminate the Agreement, debar the Consultant from contracting with the City, or pursue such other remedies as may be permitted by law or this Agreement. In such event, termination of this Agreement shall be deemed a termination for default pursuant to Section 2.602.

E. The Consultant further agrees to insert in any subcontract hereunder, provisions which shall conform to the language of this Article.

ARTICLE II, Part 1. Qualifications, Indemnity and Insurance

Section 2.101 Consultant's Qualifications for Duties, Compliance and Permits

A. The Consultant hereby agrees that it has, or will have, on its staff and will retain during the performance of this service under this Agreement, all appropriate professional personnel necessary to completely and accurately perform the work and services under this Agreement.

B. The Consultant further agrees that the design of architectural or engineering features of the work shall be accomplished by professionals licensed to practice in New York State.

C. The Consultant further agrees to insure that its subcontractors, agents or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform.

Section 2.102 Consultant's Liability

Consultant shall indemnify and hold the City harmless from and against any and all losses, liabilities, damages and expenses including attorneys' fees directly resulting from physical damage or injury caused by a defect in the design, manufacture or installation of the sensors, materials and other equipment installed under this Agreement. City shall indemnify and hold Consultant and its agents, officers, and directors harmless from and against any and all losses, liabilities, damages and expenses including attorneys' fees resulting from the City's of the system, including all Law Enforcement activities. Furthermore, the City shall cause any third-party users of the system with whom the City has a contractual relationship with respect to the Project to indemnify and hold harmless Consultant and its agents, officers, and directors from and against any and all losses, liabilities, damages and expenses including attorneys' fees resulting from their respective use(s) of the system, including all Law Enforcement activities.

Section 2.103 General Liability Insurance

The Consultant shall obtain at its own expense general liability insurance in the amount of at least One Million Dollars, for protection against claims of personal injury, including death, or damage to property, arising out of the Project. Said insurance shall be issued by a reputable insurance company, authorized to do business in the State of New York. Said insurance shall also name the City of Rochester as an insured. The Consultant shall provide the City with a certificate of insurance from an authorized representative of a financially responsible insurance company evidencing that such an insurance policy is in force. Furthermore, the consultant shall provide a listing of any and all exclusions under said policy. The insurance shall stipulate that, in the event of cancellation or modification the insurer shall provide the City with at least thirty (30) days written notice of such cancellation or modification. In no event shall such liability insurance exclude from coverage any municipal operations or municipal property related to this Agreement.

Section 2.104 Workers' Compensation and Disability Benefits Insurance

This Agreement shall be void and of no effect unless the Consultant shall require all the Consultant's subcontractors to keep insured, during the life of this Agreement, all employees of said subcontractors as are required to be insured under the provisions of the Workers' Compensation Law of the State of New York. In the event the Consultant hires its own employees to do any work called for by this Agreement, then the Consultant agrees to so insure its own employees. The Consultant shall provide proof to the City, duly subscribed by an insurance carrier, that such Workers' Compensation and Disability Benefits coverage has been secured. In the alternative, Consultant shall provide proof of self-insurance or shall establish that Workers' Compensation and/or Disability Benefits coverage is not required by submitting a completed New York *State Workers' Compensation Board's form WC/DB-100*.

Section 2.105 Copyright or Patent Infringement

The Consultant shall defend actions or claims charging infringement of any copyright or patent by reason of the use of adoption of any designs, drawings or specifications supplied by it, and it shall hold harmless the City from loss or damage resulting therefrom, providing however, that the City within ten days after receipt of any notice of infringement or of summons in any action therefor shall have forwarded the same to the Consultant in writing.

Section 2.106 No Individual Liability

Nothing contained in the Agreement shall be construed as creating any personal liability on the part of any officer or agent of the City.

ARTICLE II, Part 2. Employment Practices

Section 2.201 Equal Employment Opportunity

A. General Policy

The City of Rochester, New York reaffirms its policy of Equal Opportunity and its commitment to require all contractors, lessors, vendors and suppliers doing business with the City to follow a policy of Equal Employment Opportunity, in accordance with the requirements set forth herein.

This policy is adopted pursuant to the City's Affirmative Action Plan, Article XV - Contract Compliance. The City further does not discriminate on the basis of handicap status in admission, or access to, or treatment or employment in its programs and activities. The City is including these policy statements in all bid documents, contracts, and leases. Contractors, lessors, vendors and suppliers shall agree to comply with State and Federal Equal Opportunity laws and regulations and shall submit documentation regarding Equal Opportunity upon the City's request.

B. Definitions

GOOD FAITH EFFORT - shall mean every reasonable attempt to comply with the provisions of this policy by making every reasonable effort to achieve a level of employment of minority groups and female workers that is consistent with their presence in the local work force.

MINORITY GROUP PERSONS - shall mean a person of Black, Spanish surname American, Asian American or American Indian ethnic or racial origin and identity.

C. Compliance

The Consultant shall comply with all of the following provisions of this Equal Opportunity Requirement:

1. The Consultant agrees that he will not discriminate against any employee for employment because of age, race, creed, color, national origin, sex, sexual orientation, disability, or marital status in the performance of services or programs pursuant to this *Agreement, or in employment for* the performance of such services or programs, against any person who is qualified and available to perform the work in which the employment relates. The Consultant agrees to take affirmative action to ensure that applicants are employed, and that applicants are hired and that employees are treated during their employment, without regard to their age, race, creed, color, national origin, sex, sexual orientation, disability, or marital status.

2. If the Consultant is found guilty of discrimination in employment on the grounds of age, race, creed, national origin, sex, sexual orientation, disability or marital status by any court or administrative agency that has jurisdiction pursuant to any State or Federal Equal Opportunity laws or regulations, such determination will be deemed to be a breach of contract, and this Agreement will be terminated in whole or part without any penalty or damages to the City on account of such cancellation or termination and the Consultant shall be disqualified from thereafter selling to, submitting bids to, or receiving awards of contract with the City of Rochester for goods, work, or services until such time as the Consultant can demonstrate its compliance with this policy and all applicable Federal and State Equal Opportunity laws and regulations.

3. The Consultant shall cause the foregoing provisions to be inserted in all subcontracts, if any, for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

Section 2.202 The MacBride Principles

The Consultant agrees that it will observe Ordinance No. 88-19 of the City of Rochester, which condemns religious discrimination in Northern Ireland and requires persons contracting to provide goods and services to the City to comply with the MacBride principles. A copy of the MacBride principles is on file in the Office of the Director of Finance.

Section 2.203 Compliance with Labor Laws

The Consultant specifically agrees to comply with the labor law requirements of Articles 8 and 9 of the Labor Law of the State of New York, and, more specifically, with the requirements of Sections 220, 220-a, 220-d and 220-e of the Labor Law. These provisions require the payment of prevailing wages and supplements to, the verification of payment of wages of, and require preference in the employment of New York residents, and prohibit discrimination based on race, creed, color, sex, national origin, or age, and prohibit the permitting or requiring of more than eight hours per day and forty hours per week from laborers, mechanics, or workers on a public works construction project. The foregoing requirements do not generally apply to professional staff, draftsmen, or clerical help or most other employees of an engineer or architect who is performing design, research, or inspection work only. The Consultant shall, however, comply with all state, federal and local non-discrimination and equal employment opportunity laws and rules and will be subject under this Agreement to fines, penalties and contract termination when the City reasonably determines that the Consultant has unlawfully discriminated because of the race, color, creed, national origin, sex or age of any applicant for employment or any employees.

Section 2.204 Living Wage Requirements

A. Applicability of Living Wage Requirements

This section shall apply and the Consultant shall comply with the requirements of Section 8A-18 of the Municipal Code of the City of Rochester, known as the "Rochester Living Wage Ordinance", in the event that payments by the City to the Consultant under this Agreement shall exceed fifty thousand dollars ($50,000) during a period of one year. If this Agreement is amended to increase the amount payable hereunder to more than fifty thousand dollars ($50,000) during a period of one year, then any such amendment shall be subject to Section 8A-18.

B. Compliance

The Consultant shall pay no less than a Living Wage to any part-time or full-time Covered Employee, as that term is defined in Section 8A-18B, who directly expends his or her time on this Agreement, for the time said person actually spends on this Agreement. Living Wage, as set forth in this Agreement, shall be the hourly amount set forth in Section 8A-18(C)(2), and any adjustments thereto, which shall be made on July 1 of each year and shall be made available in the Office of the City Clerk and on the City's website, at www.cityofrochester.gov. Consultant shall also comply with all other provisions of Section 8A-18, including but not limited to all reporting, posting and notification requirements and shall be subject to any compliance, sanction and enforcement provisions set forth therein.

C. Exemption

This section shall not apply to any of Consultant's employees who are compensated in accordance with the terms of a collective bargaining agreement.

ARTICLE II, Part 3. Operations

Section 2.301 Political Activity Prohibited

None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used during the performance of the Agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.

Section 2.302 Lobbying Prohibited

None of the funds provided under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before the United States Congress, the Legislature of the State of New York or the Council of the City of Rochester.

Section 2.303 Anti-Kickback Rules

Salaries of employees performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions that are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 108; title 18 U.S.C., section 874; and title 40 U.S.C., section 276c). The Consultant shall comply with applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Agreement to insure compliance by subcontractors with such regulations and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

Section 2.304 Withholding of Salaries

If, in the performance of this Agreement, there is notice to the City of any underpayment of salaries by the Consultant or by any subcontractor thereunder, the City shall withhold from the Consultant out of payments due to it an amount sufficient to pay the employees underpaid the difference between the salaries required hereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld may be disbursed by the City for and on account of the Consultant or subcontractor to the respective employees to whom they are due.

Section 2.305 Discrimination Because of Certain Labor Matters

No person employed on the work covered by this Agreement shall be discharged or in any way discriminated against because the person has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify at any proceeding relating to the labor standards applicable hereunder to that person's employer.

Section 2.306 Status as Independent Contractor

The Consultant, in accordance with its status as an independent contractor, covenants and agrees that it shall conduct itself in a manner consistent with such status, that it will neither hold itself nor its employees out as, nor claim to be an officer or employee of the City by reason hereof, and that it and its employees will not by reason hereof, make any claim, demand or application for any right or privilege applicable to an officer or employee of the City, including but not limited to Workers' Compensation coverage, unemployment insurance benefits, social security coverage, and retirement membership or credit.

ARTICLE II, Part 4. Documents

Section 2.401 Patents and Copyrights

Anything in this Agreement to the contrary notwithstanding, Consultant will retain all ownership and copyright interest in and to all software, computer programs, related documentation, technology, know-how and processes embodied in or provided in connection with the System (collectively "Software"), and City shall have only a nonexclusive license to use the Software in its operation of the System. City shall not reverse engineer, disassemble or decompile the Software. City shall not give any third party access to the Software without Consultant's prior written consent. City's obligations under this Agreement shall survive the termination of the other provisions of this Agreement.

Section 2.402 Audit

The Consultant agrees to maintain sufficient on-site records and information necessary for the documentation of any and all facets of program operation specified by this Agreement. The Consultant shall maintain all books, documents, papers and other evidence pertinent to the performance of work under this Agreement in accordance with generally acceptable accounting principles, and 40 CFR Part 30 in effect during the term of this Agreement. The Consultant agrees to permit on-site inspection and auditing of all records, books, papers and documents associated with this Agreement by authorized representatives of the City and further agrees to provide necessary staff support to the performance of such audit. The Consultant agrees to maintain for a period of six (6) consecutive years following termination of this Agreement any and all records, reports and other documentation arising from the performance of this Agreement; however, this period shall be extended beyond six years for any and all records and information pertaining to unresolved questions, which have been brought to the Consultant's attention by written notice by the City. The Consultant agrees to furnish to the City data to include but not be limited to, intake records, status change notices, termination notices, and follow-up records. Said reports will be submitted periodically as required by the City.

Section 2.403 Content of Sub-Agreements

The Consultant agrees that all sub-agreements authorized by this Agreement shall be in written form. The Consultant shall require all subcontractors to comply with any of the following sections which may be in this Agreement: "Equal Employment Opportunity; Affirmative Action and Employment of Local Labor; Compliance with Labor Laws; Certifications Regarding Conflicts of Interest; Anti-Kickback Rules; Interest of City and Contractor in Contract." It is the purpose of this section to insure that all Agreements obligate all parties performing work under this Agreement to comply with necessary governmental programs and policies. The City may require the Consultant to submit copies of such sub-agreements to the City. If such copies are not submitted upon request, the City may have the right to withhold any and all payments to the Consultant to those items of work which have not complied with this section.

ARTICLE II, Part 5. Termination

Section 2.501 Termination for Convenience of the City

A. This Agreement may be terminated by the City in accordance with this section in whole, or from time to time, in part, wherever for any reason, the City shall determine that such termination is in the best interest of the City. Any such termination shall be effective upon written notice to the Consultant. However, no such termination shall relieve the Consultant of any outstanding duties imposed by the Agreement, including the requirement to hold the City harmless and to maintain insurance coverage insuring against loss arising out of the Project.

B. The City and Consultant acknowledge that the Gunshot Location Detection System ("System") to be deployed under this Agreement is proprietary to Consultant and that termination by the City after partial completion would jeopardize the functionality of the System. Therefore, in the event that this Agreement is terminated under this section, in the City's sole discretion, the parties may negotiate the terms of any such termination in a manner that will permit the Consultant to complete sufficient work to provide a functioning System to the City. If the Agreement is so terminated the City may take over the work and services and prosecute the same to completion by contract or otherwise. The Consultant, upon such termination, shall transfer title, and in the manner directed by the City, shall deliver to the City the completed or partially completed, plans, drawings information, other property and records of work being performed, which, if this Agreement had been completed, would be required to be furnished to the City.

C. After receipt of written notice of termination, the Consultant shall promptly submit to the City it's termination claim in a form acceptable to the City. Such claim shall in no event be submitted later than one year from the effective date of termination.

D. In the event that the parties cannot agree, in whole or in part, as to the amount due by reason of the termination of the Agreement pursuant to this clause, the City shall pay the Consultant the amount determined as the total of the following:

1. The cost of all work performed prior to the effective date of termination.

2. The cost of settling and paying claims arising out of and as a direct result of the termination;

3. A sum as profit on subdivision 1. above, determined to be fair and reasonable, provided however, that if the Consultant would have sustained a loss on the entire Agreement had it been completed, no profit shall be included or allowed under this subdivision 3., and an appropriate adjustment shall be made reducing the amount of settlement to reflect the indicated rate of loss. The total sum to be paid under this section shall not exceed the total price of this Agreement specified hereinabove, reduced by the amount of payments otherwise made, and further secured by the value of work remaining incomplete at the time of the termination of this Agreement.

Section 2.502 Termination for Default

A. The performance of work under this Agreement may be terminated by the City in accordance with this clause in whole, or, from time to time, in part, whenever the Consultant shall default in performance of this Agreement in accordance with its terms (including in the term "default" any failure by the Consultant to make progress in the prosecution of the work hereunder which endangers such performance) and shall fail to commence diligent efforts to cure the default within ten days or shall fail to cure such default within thirty days or (or such longer period as the City may allow) after delivery by the City of a notice specifying the default.

B. The City and Consultant acknowledge that the System to be deployed under this Agreement is proprietary to Consultant and that termination by the City after partial completion would jeopardize the functionality of the System. Therefore, in the event that this Agreement is terminated under this section, in the City's sole discretion, the parties may negotiate the terms of any such termination in a manner that will permit the Consultant to complete sufficient work to provide a functioning System to the City.

If this Agreement is to be terminated, the City may take over the work and services and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the City for any excess cost occasioned thereby.

C. The total fee payable shall be such proportionate part of the fee as the value of the actual work completed and delivered bears to the value of the work required or contemplated by this Agreement.

D. This Agreement may not be so terminated if the failure to perform arises from unforeseeable causes beyond the control and without the fault or negligence of the Consultant.

E. If, after notice of termination of this Agreement under the provisions of this section, it is *determined* for any reason that the Consultant was not in default or that the default was excusable the rights and obligations of the parties *shall be the same as if the notice of* termination had been issued pursuant to the clause of this Agreement entitled "Termination for the Convenience of the City."

F. The rights and remedies of the City provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

ARTICLE II, Part 6. General

Section 2.601 Prohibition Against Assignment

A. Both parties agrees that it they are prohibited from assigning or otherwise disposing of this Agreement or any of its contents, or of its right, title or interest therein, or of its power to execute such contract to any other person or corporation without the previous consent in writing of the other party.

B. The Consultant shall be permitted to contract with other professions for portions of the Project provided, however, the City approves, in writing, the selection of the individual, firm or firms contracted with and the Consultant shall remain responsible to the City for all provisions of this Agreement pertaining to services by other professionals.

Section 2.602 Compliance with All Laws

The Consultant agrees that during the performance of the work required pursuant to this

Agreement, the Consultant, and all employees working under its direction, shall strictly comply with all local, state or federal laws, ordinances, rules or regulations controlling or limiting in any way their actions during their said performance of the work required by this Agreement. Furthermore, each and every provision of law, and contractual clause required by law to be inserted in this Agreement shall be deemed to be inserted herein. If, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon the application of either party this Agreement shall be forthwith physically amended to make such insertion or correction.

Section 2.603 Successors

The City and the Consultant each bind their successors, executors, administrators and assigns in respect of all covenants of this Agreement.

Section 2.604 Interest of City and Consultant in Contract

The City and the Consultant agree that no member, officer, or employee of the City or of the Consultant or assignees agents shall have any interest, direct or indirect, in any contract or subcontract or the proceeds thereof, for work to be performed in connection with the program assisted under the Agreement.

Section 2.605 Permits, Laws and Taxes

A. In the event that services performed by the Consultant for the City are subject to taxation under Article 28 of the Tax Law (sales and compensating use tax) the Consultant shall receive from the City the material necessary to obtain a tax exempt certificate upon written request.

B. The Consultant shall pay all taxes, applicable to the work and materials supplied under this Agreement, it being understood that in no case shall any such tax be borne by the City, except as provided in subparagraph A. above.

Section 2.606 Obligations Limited to Funds Available

The parties specifically agree that the Consultant's duty to perform work under this Agreement and the City's obligation to pay for that work, including any out-of-pocket and subcontracting expenses of the Consultant, shall be limited to the amount of money actually appropriated by the City Council and encumbered (i.e., certified as being available) for this Project by the City Director of Finance (or his authorized deputy). This provision shall limit the parties' obligation to perform even though this Agreement may provide for the payment of a fee greater than the appropriated and encumbered amount.

Section 2.607 Extent of Agreement

This Agreement constitutes the entire and integrated Agreement between and among the parties hereto and supersedes any and all prior negotiations, Agreements, and conditions, whether written or oral. Any modification or amendment to this Agreement shall be void unless it is in writing and subscribed by the party to be charged or by its authorized agent.

Section 2.608 Law and Forum

This Agreement shall be governed by and under the laws of the State of New York and the Charter of the City of Rochester. The parties further agree that Supreme Court of the State of New York, held in and for the County of Monroe shall be the forum to resolve disputes arising out of either this Agreement or work performed according thereto. The parties waive all other venue or forum selections. The parties may agree between themselves on alternative forums.

Section 2.609 No Waiver

In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement, nor shall such non-enforcement prevent either party from enforcing each and every term of this Agreement thereafter.

Section 2.610 Severability

If any provision of this Agreement is held invalid by a court of law, the remainder of this Agreement shall not be affected thereby, if such remainder would then continue to conform to the laws of the State of New York.

Section 2.611 Force Majeure

Consultant shall not be responsible for any delays in, or failure or suspension of service caused by mechanical or power failure, phone company delays or malfunctions, computer malfunctions (including without limitation software, hardware and firmware), strikes, labor difficulties, fire, inability to operate or obtain service for its equipment, unusual delay in transportation, act of God, or other causes where any of the above were reasonably beyond the control of Consultant or could not reasonably have been anticipated and addressed by seeking alternative equipment or services.

Section 2.612 Survivability

All representations, warranties, indemnities and covenants made herein shall survive the termination of this Agreement and shall remain enforceable after such termination.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the day first written above.

APPROVED AS TO FORM:

Corporation Council

APPROVED AS TO FUNDS:

Director of Finance

THE CITY OF ROCHESTER

By: ____________________
William A. Johnson, Jr., Mayor

CONSULTANT

By: ____________________
JAMES G. BULLOCK

Title: PRESIDENT & CEO

Federal Tax Payer Id. No.

47-0949915

STATE OF NEW YORK
COUNTY OF MONROE

On this 6th day of October, 2005 before me, the subscriber, personally came WILLIAM A. JOHNSON, JR., to me known, who being by me duly sworn, did depose and say that he resides in the City of Rochester, that he is the Mayor of the City of Rochester, the municipal corporation described in the above Agreement; that he signed his nme thereto by authority of Ordinance No. ___.

Agatha Caccamone
Notary Public

AGATHA CACCAMONE
Notary Public, State of N. Y., Monroe Co.
My Commission Expires 4/[illegible] 2007

STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

On this 12th day of July, 2005 before me, the undersigned, a Notary Public in and for said State, personally appeared James G. Baldock, ~~personally known to me or~~ proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

KIM A. KEITH
Comm. # 1372699
NOTARY PUBLIC CALIFORNIA
Santa Clara County
My Comm. Expires Aug.30,2006

Exhibit A to Consulting Agreement

Proposal for ShotSpotter Gunshot Detection and Location System

No. 2004RPD0016.2

The ShotSpotter Gunshot Detection and Location System ("System") is a tool that is proven to aid law enforcement in suppressing gunfire, apprehending shooters, and assisting in community problem solutions. The system helps communities deter gunfire activity, including drug-related and "celebratory" gunfire that has consequences of terrorizing a community or in tragic death. The System uses patented technology to rapidly and accurately locate the source of gunfire in urban environments.

1. Project Scope and Overview:

The proposed area of deployment is intended to provide the City of Rochester Police Department (the "City") acoustic gunfire detection and location within the City of Rochester. The total coverage area will be approximately 5 sq miles. Coverage will be in the "Crescent" area of the City. The system will include required sensors, two servers and installation.

2. System Description:

The proposed ShotSpotter (SSI) system consists of a set of acoustic sensors mounted on rooftops or poles and connected by standard telephone lines to a central computer at a police department site. Each remote sensor is small in size and is powered by the telephone line itself. SSI's sensors have weatherproof foam enclosures protecting them from wind and rain, which minimizes the acoustic effects, that weather will induce on unprotected microphones mounted in metallic enclosures.

SSI's simple architecture allows the actual acoustic sounds of potential gunshot events to be received and analyzed by the central computer and permits dispatchers to view the waveform and listen to the sounds before deciding to dispatch. Presently, the computer automatically categorizes impulses as a gunshot, as multiple gunshots, or as fireworks. The dispatcher can accept the automatic identification or override it after viewing the waveform and listening to one or more sound recordings made at the remote sensors.

The ShotSpotter visualization software plots the location of the detected incident on a map and presents the automatically determined incident type to the dispatcher. This information is posted within 10 seconds of the time of an incident. Dispatchers can easily decide within an additional 30 seconds whether or not to dispatch immediately.

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Immediate notification to officers on patrol via a cell-phone or PDA is a feature of the ShotSpotter system. Officers are provided with the address, time and event type of the gunshot event. This feature allows officers to proceed to the event location immediately.

The SSI user interface incorporates advanced mapping technology and a client-server architecture based on a Microsoft SQL Server database engine. The raw acoustic data and location solutions together with auxiliary information are all saved. (Eight seconds of sound data are saved surrounding an event -no permanent continuous recording of sounds is performed to avoid any suspicion of monitoring the populace.) The dispatcher or administrator can annotate the database with comments at any time as a law enforcement response unfolds in time. The comments are time stamped, non-erasable, and are designed to become a legal record suitable for use in court. The ShotSpotter visualization software allows incidents to be displayed by date range and incident type; this data can be printed as a report or exported as tab-delimited data for use by crime analysis teams.

Gunshot Detection

The firing of a gun creates a loud, impulsive sound that is detectable above background noise up to two miles away from the firing location. When a rifle is fired, a powerful sound wave of amplitude 160 dB SPL emanates from the muzzle at the speed of sound, which is approximately *1100 feet per second*.

The ShotSpotter data collection computer analyzes the incoming acoustical data for gunshots. In order for ShotSpotter to determine the location of a gunshot, the gunshot must be detected on three or more sensors. The operation of the System is subject to the laws of physics and acoustics. Gunfire inside buildings most likely will not be detected.

Locating Gunshots

Detection of a gunshot at a single sensor does not provide a location; it only provides the time of arrival at each sensor. Figure 1 illustrates how gunshot pulses arrive at different sensors at different times. ShotSpotter computes the firing location from the arrival times using standard methods that are also used in locating earthquake epicenters. The technique is usually called "triangulation" because a minimum of three arrival times are required to compute the three unknown variables, the gunshot location (x,y) and the firing time t_0.

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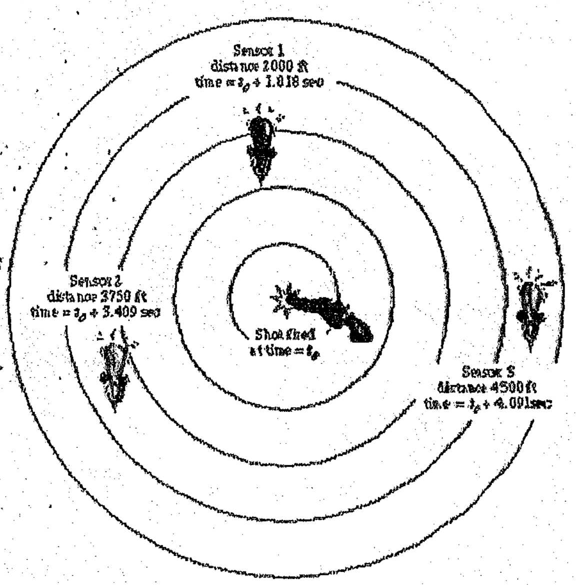

Figure 1: Schematic diagram of sound propagating from the firing location to three ShotSpotter sensors. In this drawing, each ring is an additional 1000 ft away from the gun (about one second further away). The gunshot sound arrives at different times at each sensor, and the relative arrival times can be used to compute the gunshot location.

It is important to note that any three arrival times will yield a spatial solution. Thus, it is critical that only the pulses created by a specific gunshot are used when computing a location. ShotSpotter makes use of several technologies to ensure that sounds that are impulsive in nature (for example, hammering or car backfires) do not result in spurious triggering.

Drive-By Shootings

Since the location of each shot is individually computed, ShotSpotter can detect motion of the shooter while firing. Vehicle velocity can be determined because relative accuracy for repeated shots within the same event is often an order of magnitude better than the absolute accuracy of the location. If the shooter were moving at 20 mph, consecutive shots at the rate above would be fired just 8 feet apart. ShotSpotter can report the shooter's speed (in mph) and direction (as N, NW, etc.)

In all multiple gunshot cases, ShotSpotter uses cluster analysis algorithms to bundle groups of shots together into a single incident. ShotSpotter reports the multiple related gunshots as a single incident and notes (as a comment) the number of shots detected. The reported location is the median of the shots comprising the incident. Drive-by speed and direction, if obtained, are also shown as a comment.

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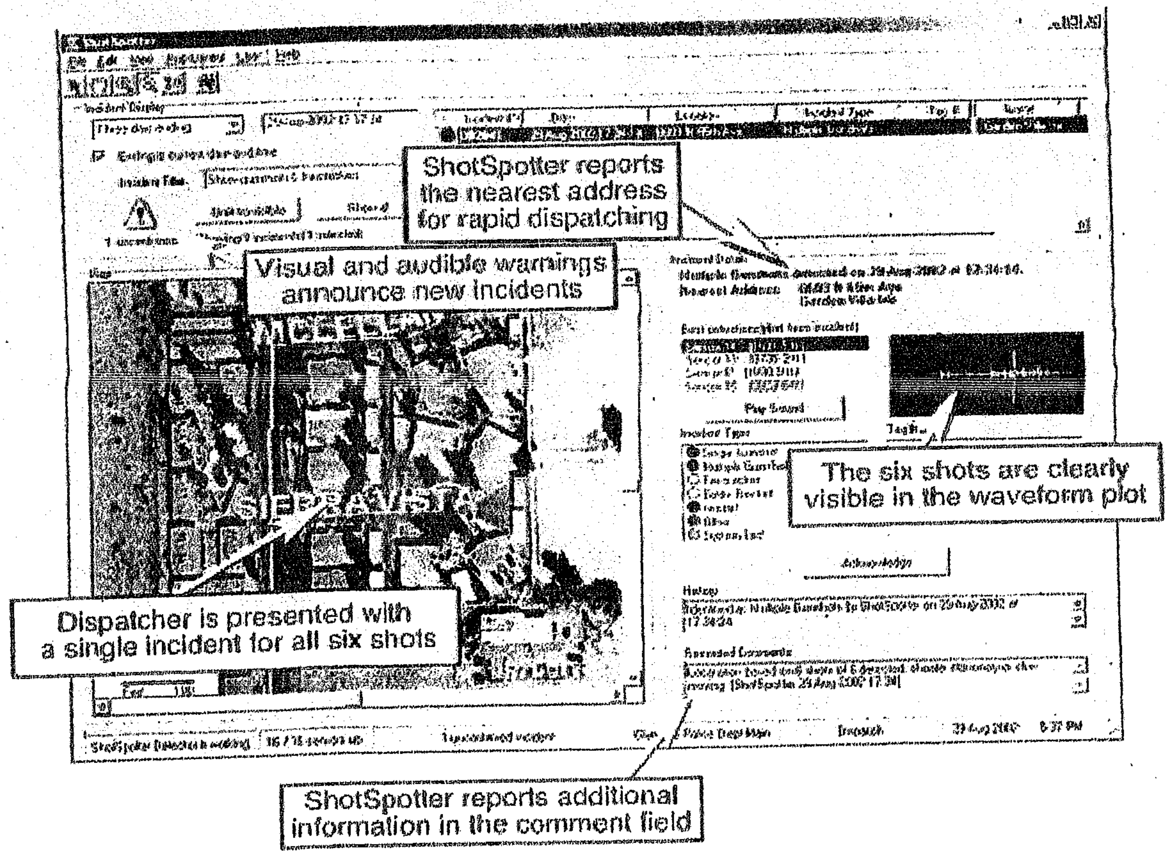
End User Software

End users of the ShotSpotter system do not need to understand the details of how the system works or analyze technical graphs. ShotSpotter is bundled with an easy-to-use front end product, ShotSpotter Display. ShotSpotter Display can be used as a monitoring tool to detect new gunshots, or as a crime analysis tool.

When a new incident is detected, ShotSpotter generates an audible alarm and places a conspicuous icon on the screen. Audible warnings continue until the incident is handled. Figure 2 shows the ShotSpotter Display screen after detection of a new incident.



ShotSpotter reports the nearest address for rapid dispatching

Visual and audible warnings announce new incidents

The six shots are clearly visible in the waveform plot

Dispatcher is presented with a single incident for all six shots

ShotSpotter reports additional information in the comment field

Figure 2: Screenshot of ShotSpotter Display software demonstrating program behavior when a new incident is detected. Six shots were detected and located; ShotSpotter has bundled them into a single incident to aid dispatchers. (Created using ShotSpotter's training and demonstration mode.)

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Wireless sensors:

ShotSpotter is in the testing phase of wireless sensor technology. Wireless sensors require a fixed sensor "base" implementation on which to build. This wireless technology will seamlessly integrate with existing ShotSpotter systems making the system even more robust by facilitating mobility and quick modification of a coverage area. Upgrades to the existing technology will be available. We expect availability 3rd quarter 2005.

3. Responsibilities:

1. The City of Rochester will:

   - Designate a Liaison Officer to coordinate with the assigned ShotSpotter Project Manager and act as the primary Project Manager for the City.
   - Participate in a Kickoff Meeting within 2 weeks of contract signature. The project plan for the installation process and assignments of responsibilities will be made between the City, Local Phone Company, and the installers.
   - Confirm the coverage area.
   - Provide an electronic map, the limits of which exceed the boundaries of the covered area by two linear miles in each direction, so that events outside the formal boundary may also be reported if detected. If the City wishes the map to display parcel addresses, owner names, telephone numbers, or other fields, these data should be included. The City will be responsible for updating the map.
   - Arrange for permission of the property owners to place the sensors on their rooftops and for permission for the telephone company to add any telephone lines to their premises.
   - Operate and use the ShotSpotter for the benefit of its community, and covenants to pass on to SSI and Law Enforcement agencies from time to time the strategies it has successfully implemented to diminish gunfire. The City and ShotSpotter, Inc. will jointly or severally make press releases on the progress of the installation or any other interesting results during any subsequent period.
   - Conduct an acceptance test and provide written verification of acceptance and commissioning of the system upon successful completion of the test.
   - Provide an implementation and field deployment procedure plan that will be followed by dispatchers who are the first to be notified of an event. ShotSpotter can provide

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procedures that have worked successfully for other jurisdictions. Commitment by the dispatch center is critical for the success of this project.

- Provide a separate high speed internet connection to the ShotSpotter main computer
- Order, obtain and maintain the analog phone lines (2 per sensor)

2. ShotSpotter (the "Vendor") will perform the following:

- Provide a project plan detailing the installation schedule, tasks and resources required to complete the installation in a timely manner.
- Conduct the Kick-Off meeting in conjunction with the City's Project Manager.
- Assist the City in coordinating with property owners for sensor installations. We will provide a permission form.
- Provide the appropriate Subject Matter Expertise in sensor placement, coverage expectations, sensor density, and hypothesized acoustic behaviors to the City for the *coverage area and sensor site selection.*
- Provide all ShotSpotter equipment required to install the system
- Install all required equipment (will be performed by a City approved contractor and/or ShotSpotter personnel)
- Import the provided electronic map into the ShotSpotter software
- Conduct up to 10 hours of Dispatcher training, at locations within the City chosen by the Rochester Police Department on a schedule that will permit training of dispatchers assigned to all three shifts.
- Provide a Dispatcher's guide, an operations manual, and a computer support manual.
- Provide an Officer Briefing on the capabilities of the ShotSpotter System.
- Provide an Acceptance Test Plan that will be coordinated with the Department.
- Execute an Acceptance Test with the Department

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- Included within the base price are four (4) Technical Support incidents. Each incident may be used for technical support in software support or determining the most desirable trade-off values between sensitivity and false detections over holiday periods.

- ShotSpotter will be available to provide expert witness testimony for court purposes with at least 1 week advanced notice. (1 court appearance provided within the 1 year warranty period.)

4. Completion Criteria:

This project will be considered complete upon the Department accepting the system in accordance with the Acceptance Test and commissioning the system.

5. Third Party Software Licenses

The City acknowledges that for the ShotSpotter System to operate, third-party software is necessary, that ShotSpotter will provide free to the City the licenses to use this software (operating systems and mapping software), and it is City's responsibility to comply with the terms and conditions of any third-party licenses.

6. Insurance

ShotSpotter agree to carry general liability insurance in an amount not less than $1,000,000 for each occurrence, or as required by standard City of Rochester contracting rules. To the extent that the City is not self-insured, City will, at its cost, if any, add us to their general liability policy as an additional insured.

7. Maintenance:

- System purchase price will include unlimited technical software support as necessary during the first ninety days following system acceptance, plus any software upgrades issued during the twelve months following installation. Once the ninety-day period expires, four (4) technical support incidents are included for the remaining part of the year. Response time will be within one (1) business day. Technical support incidents in excess of four will be billed at the rate of $115.00 per hour. ShotSpotter acknowledges that any such additional charges must be approved by the Rochester City Council and that this Agreement will be amended in writing to reflect any increased amount.

- Included hardware support consists of correcting any problems with and maintaining the Sensors and Collector. If in ShotSpotter's opinion it is preferable to replace the Sensors or

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Collector, new or refurbished units will be provided. Expected response time is one business day for trouble shooting and 2 business days for product replacement.

8. Warranty:

With respect to the system purchased hereunder, ShotSpotter warrant that the product will (I) conform in all respects to the requirements of this Agreement, (II) be free from all defects, whether patent or latent, in materials and workmanship for a period of one (1) year from the date of installation, (III) be suitable for the purposes intended whether express or reasonably implied, and (IV) be free and clear from all liens, charges and encumbrances of any kind whatsoever resulting from said purchase. To the extent any parts are covered by any warranty made by the manufacturer or supplier of such parts, all rights, title and interests to such warranties are hereby assigned to the City.

A service contract is available to provide for full coverage beyond the one-year limitation.

9. Software Subscription Service:

Following the initial twelve-month period, an optional software subscription service is available to protect the City's investment in the ShotSpotter product. One major and two minor upgrades to the functionality of the software are released per calendar year. In addition, all fixes and patches to the software are automatically shipped to the City or are available via our Website for downloading. It is important to note that if the software is behind two major revision levels, the cost of the upgrades is SEVENTY percent (70%) of the original software purchase price.

10. Equipment Maintenance Agreement:

Following the initial twelve-month period, an optional annual hardware maintenance agreement is available to protect the City's investment in the ShotSpotter product. The maintenance agreement will provide for replacement of all system equipment at no charge to the City. The City of Rochester has elected to purchase three full years of maintenance and the cost thereof is included in the price stated below.

As a Government agency, Government pricing applies to the City of Rochester.

11. ShotSpotter System Cost and Payment Terms:

The price for the described system is Three hundred five thousand eight hundred fifty-nine dollars ($305,859).

50% of the purchase price is due upon execution of the order, 25% is due when installation is complete and the balance is due within ten days of acceptance by Purchaser.

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Appendix A: General Terms & Conditions

ShotSpotter (also "we" or "us") and Customer (also "you" or "your") agree to the following General Terms and Conditions:

1. **Alterations/Replacement of Equipment Provided**

Upon request, you must allow us (or our agents) reasonable access to the premises where ShotSpotter equipment is or will be located.

Any alterations of property required for installation of ShotSpotter equipment will be done at your expense.

Only we or our Agents or Installers can alter or modify ShotSpotter equipment.

If a component or system appears to be defective, you must immediately infom ShotSpotter.

You are responsible for safeguarding ShotSpotter equipment from loss, damage or theft. We should be notified immediately regarding any damage to or loss of equipment.

Relocation or Requesting Additional Equipment:

- *You may not relocate, remove, disconnect,* modify or in any way alter any equipment used in connection with the services we are providing to you without first obtaining approval from ShotSpotter.
- You must notify ShotSpotter of your planned relocation of any Sensor so ShotSpotter can assist in proper relocation and coordinate changes.

THIS AGREEMENT INCLUDES A SERVICE AGREEMENT. WE DISCLAIM ALL OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, MADE TO YOU OR ANY OTHER PERSON, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES REGARDING QUALITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE OF ANY SERVICES OR ANY GOODS PROVIDED INCIDENTAL TO THE SERVICES PROVIDED UNDER THIS AGREEMENT.

NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL WE, OUR AFFILIATES OR ANY OF OUR/THEIR RESPECTIVE DIRECTORS; OFFICERS, MEMBERS, ATTORNEYS, EMPLOYEES, AGENTS, INSTALLERS, OR SUBCONTRACTORS, BE LIABLE UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR. OTHER LEGAL THEORY FOR LOST PROFITS, LOST REVENUES, LOST BUSINESS OPPORTUNITIES, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT 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.

2. **Confidentiality**

Unless you obtain prior written consent from us you must not use, disclose, sell or disseminate any System information obtained in connection with the System purchase, installation or operation. You shall use proper controls for and limit access to, and render unreadable prior to discarding, all records containing our confidential information.

You acknowledge that you will not obtain ownership rights in any technology relating to and/or derived from the System.

Any transfer or assignment of this Agreement by you, without our prior written consent, by operation of law or otherwise, is voidable by us. Furthermore, you shall indemnify and hold us harmless from all liabilities, expenses, costs, fees and fines arising from such transferee's or assignee's submission of the transaction to us for processing.

3. **Notices**

Any notice or other communication required or permitted to be given under this Agreement shall be in writing at such party's address or number or at such party's last known address or number. The parties' addresses may be changed by written notice to the other party as provided herein.

4. **Use of System**

(a) You shall cause the System to be operated by competent and qualified personnel in accordance with any operating instructions furnished by us and in connection with the services provided under this Agreement. You shall not use the System, or permit the System to be used, in any manner or for any purpose for which the System is not designed or reasonably suited.

(b) You shall not permit any physical alteration or modification of the System without our prior written consent.

(c) You shall not change the installation site of the System without our prior written consent, which consent we will not unreasonably withhold.

(d) You shall not assign your rights or obligations under this System Agreement, or pledge, lend, create a security

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interest in, directly or indirectly create, incur, assume or allow to exist any other consensually or judicially imposed liens or encumbrances on, or part with possession of, or sublease the System to any other person, firm or organization without our prior written consent. Any such assignment, delegation, sublease, pledge, security interest or lien in the absence of such consent shall be void.

(e) You shall comply with all governmental laws, rules and regulations relating to the use of the System. You are also responsible for obtaining all legally required permits for the System.

(f) We or our representatives may, at any time, enter your premises for purposes of inspecting, examining or repairing the System.

5. Software License

Anything in this System Agreement to the contrary notwithstanding, we retain all ownership and copyright interest in and to all software, computer programs, related documentation, technology, know-how and processes embodied in or provided in connection with the System (collectively "Software"), and you shall have only a nonexclusive license to use the Software in your operation of the System. You shall not reverse engineer, disassemble or decompile the Software. You shall not give any third party access to the Software without our prior written consent. Your obligations under this Agreement shall survive the termination of the other provisions of this Agreement.

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Acceptance

This *Proposal* is valid for 30 days from the date of the proposal. Signature by Customer shall constitute acceptance of this proposal and an Agreement for Services as described herein.

IN WITNESS WHEREOF, the "Customer" and "ShotSpotter" have entered into this Agreement effective as of the date as defined in Section 9 above.

ShotSpotter, Inc.

by
name JAMES G. BELDOCK
its PRESIDENT & CEO
date 7/12/2005

Address for notice:
James Beldock, President and CEO
ShotSpotter, Inc.
809B Questa, Suite 205
Mountain View, CA 94040

City of Rochester

by
name
its
date

Address for notice:
Mayor William A. Johnson Jr.
City of Rochester
30 Church Street
Rochester NY 14614-1278

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City of Rochester

Police Department
185 Exchange Blvd
Rochester, New York 14614

Section I – Description

Amount $305,859

A ShotSpotter™ Gunshot Location Detection System to cover [insert number] square miles of the high crime "Crescent" area of the City of Rochester. The goal is to reduce indiscriminate gunfire, reduce gunshot related injuries and deaths, and to increase arrests associated illegal gun related activities.

Section II – Sole Source Justification

Vendor Expertise - The ShotSpotter™ Gunshot Location Detection System is the only system of its type to be successfully deployed for ten years and has resulted in gunfire reduction of as much as 85%. The ShotSpotter™ Gunshot Location Detection System has been deployed on a permanent basis in more than seven locations (with several more in process) and by the Federal Bureau of Investigation on a temporary basis in a recent sniper case. To the knowledge of the RPD, no other system has been deployed as long or in as many locations. Current pending deployments include a 14 square mile area of Washington DC under the auspices of the FBI Violent Crimes Task Force. Vendor is under subcontract to the NIJ through the NLECTC-SE to develop a *rapid deployment version of its technology. Vendor also provides forensic* analysis of gunfire events and expert witness testimony if required.

Vendor Management – In addition to a senior management team that includes PhDs, MBAs and a CPA, the management of ShotSpotter, Inc. includes two retired US Army generals (one of whom is a former Homeland Security Director for South Carolina), a retired Lt Colonel and two sworn law enforcement officers. ShotSpotter team members are the holders of a number of patents and patents pending in acoustics, gunshot detection and location and sensor deployment.

Vendor Responsiveness - The ShotSpotter team has provided expert advice as to gunshot detection, deployment and enforcement methodology at no cost to the RPD. Vendor has conducted an introductory planning meeting with RPD officers and employees and done a preliminary review of the intended coverage area.

Vendor Knowledge of Project – Over the past two years ShotSpotter has developed in depth background knowledge of RPD personnel, organization and crime patterns. In addition, Vendor has toured 911 dispatch facilities and performed a preliminary site analysis of the proposed coverage area.

Vendor Personnel – Current ShotSpotter personnel have successfully deployed systems in, among other places, Redwood City CA, Glendale AZ, North Charleston SC, and Columbus OH (rapid deployment for sniper investigation). Vendor personnel are also involved in the development of military version of its gunshot location detection systems.

Market Survey – The RPD conducted a broad analysis of available systems but found no other vendor with the length of experience and successful results of ShotSpotter. The RPD visited the ShotSpotter deployment site in Los Angeles and also contacted several other customers of ShotSpotter to discuss system results and performance.

Section III – Time Constraints

In the calendar year 2004, the Crescent area was the site of over 800 confirmed gunshot incidents and since 2000 over two hundred homicides. Experience has indicated that the highest level of illegal gunshots and associated criminal activity occurs in the warm months of May through October. The typical three-month delay caused by the normal bidding process and failure to deploy the system immediately will cause the RPD to miss the summer opportunity when reduction of gunfire and associated activities will have the greatest effect. The RPD believes that no other vendor in the marketplace approaches the experience and competence of ShotSpotter, Inc. in the field of Gunshot Location Detection. The RPD believes that it will be several years before any other vendor could demonstrate the level of expertise and success of the selected vendor. In addition, the preparatory work already undertaken by ShotSpotter uniquely positions that company to immediately and effectively deploy the Gunshot Location Detection System.

Section IV – Uniqueness

There are several unique characteristics of the ShotSpotter Gunshot Location detection System, some of which are protected by US Patent No. 5,973,998. Several identified features are relative to the situation in the City of Rochester.

A. Minimal sensor density (6 – 8 per sq. mi.) to facilitate quick deployment and widest coverage area (** Key differentiator from any other system).
B. Audible alert to dispatcher when a gunshot has been detected. Notification is within 10-15 seconds.
C. Automatic retrieval and permanent storage of an 8 second snippet of audio from all pertinent sensors when a gunshot event is detected and located. (** Key differentiator from any other system)
D. Integration with available aerial maps, parcel data, and street data provide a comprehensive visual display of the gunshot event.
E. All detected and located gunshot events will be permanently saved in a secure and unchangeable database. (All subsequent written comments regarding the event within the user interface will become part of this permanent unchangeable record)
F. All data collected from all sensors will be spooled and retrievable for 3 days (72 hours.) This is useful for analysis of gunshot events that were outside of the coverage area or not detectable on the required 3 or 4 sensors. Sometimes valuable investigative information is available on 1 or 2 sensors even when the event is not located by the ShotSpotter software. Data beyond 72 hours will be overwritten and not available. This data can also be used to substantiate the testimony of witnesses. (**Key differentiator from any other system)

City of Rochester

Police Department
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G. Client / Server Architecture that facilitates the secure access to identified clients with high speed Internet access. This feature will allow clients to view and use the application from several locations including crime analysts, PD management, field operations, etc. (**Key differentiator from any other system)
H. Expert witness testimony if required.
I. Successfully deployed since 1996; seven operating systems with two in process of deployment (not counting Rochester).

Section V and VI - Additional Information and Declaration of Agency's Best Interest

This money, procured for us from Congresswoman Slaughter is one time money, and therefore our responsibility is clear. We must maximize the result potential of the funds. The only way to accomplish this mandate is to purchase the product from a vendor that has a proven track record with law enforcement agencies and that results obtain therein are verified and support a documented reduction in gun fire. In each and every case, upon checking the current customer field, we have found Shotspotter to be the only company that has the proven positive results and experience to do this job. We do not get a "second chance" with the funding. Shotspotter has been proactive in assisting us in the preliminary logistical planning stages, without any written commitment of reciprocation. They have demonstrated to us in past results, in expertise, in the unique experience driven suggested approaches to our own gunfire situation, in commitment to their customer and importantly in the aforementioned Patent to be the sole source for the Rochester Police Department. For what the citizens need here in Rochester New York, Shotspotter is the only company that can provide this product for us as "sole source" and the only company that can provide the product in the time we need it in order to get the citizen mandated results we need to have the system up and running this summer in the months were gun fire and gun violence is most pronounced. Lives are at stake, you can't get much more urgent than that. We are not aware of anyone other than Shotspotter that can do this. The purchase of the equipment from Shotspotter, is obviously in the "best interest" of the taxpayers and citizens of Rochester New York and the Rochester Police Department. Thank you for your consideration.

Signature ____________________ Date 5/31/05

Cedric L. Alexander, Chief of Police
Rochester Police Department
Law Enforcement Executive

U.S. Department of Justice

Office of Community Oriented Policing Services

Grants Administration Division

Washington, D.C. 20530

Supplemental Signature Form: Notice of Grant Requirements

This Supplemental Signature Form must be signed and returned with your application..

We certify that the information provided in the Technology application is true and accurate to the best of our knowledge.[1] *To ensure compliance with the nonsupplanting requirement of the COPS statute, we certify that the agency has not already allocated state, local, or Bureau of Indian Affairs funds to implement this project. We also understand that any false statements or claims made in connection with COPS grants may result in fines, imprisonment, debarment from participating in federal grants or contracts, and/or any other remedy available by law to the federal government.*

In addition to the above certifications, you must indicate whether your agency will participate in an open-competitive bidding process or through a sole source justification (SSJ). Please check one of the following lines that applies to your procurement process for this grant.

________ The agency will be conducting an open-competitive bid process for the items listed in the Budget Detail Worksheet.

X The agency will be using a sole source justification. (*Please complete the Sole Source Justification Sheet if applicable*).

Law Enforcement Executive Signature	Government Executive Signature
Rochester Police Department	City of Rochester
Agency Name	Agency Name
April 14th 2005	April 27 2005
Date	Date

---

[1] *Please be advised that a hold may be placed on this application if it is deemed that the applicant agency is not in compliance with federal civil rights laws and/or is not cooperating with an ongoing federal civil rights investigation.*

City of Rochester

Rochester, NY
All-America City
1998

To: Capt. Markett
FYI
Chief

Inter-Departmental Correspondence

To: Cedric L. Alexander, Chief of Police

From: Donna Turner, Assistant Director of Budget & Efficiency DW

Date: May 17, 2005

Subject: Ordinance No. 2005-68

This is to notify you that FIS Data Input Forms 444835 and 448710 have been processed by the Budget Bureau, amending the budget as follows:

Ordinance: Ordinance No. 2005-68 (copy attached)

Purpose: Authorizing An Application And Agreement And Amending The 2004-05 Budget With Respect To Gunfire Detection Equipment

Coding:

	Year	Fund	Dept.	Bureau	Sub-Bureau	Work Ord. No.	Major/ Minor	Amount
Revenue	5	01					493-089	310,000
Expense	N	99	005	05	00	09650	699-795	310,000

Please contact your budget analyst if you have any questions regarding this ordinance.

Also, please notify me as soon as possible if for any reason you find that the anticipated revenue shown above will not be received by June 30, 2005.

DT:jm
Attach.
xc: C. Arleno
S. Warren

OFFICE OF
THE CHIEF OF POLICE
05 MAY 25 AM 8:43

G:\ANALYSTS\JEAN\AMEND\2005-68.wpd

EEO/ADA Employer

City of Rochester

City Clerks Office

Certified Ordinance

Rochester, N.Y., ______________________

TO WHOM IT MAY CONCERN:

I hereby certify that the following is a true copy of an ordinance which was duly passed by the Council of the City of Rochester on March 15, 2005 and Approved by the Mayor of the City of Rochester, and was deemed duly adopted on March 22, 2005 in accordance with the applicable provisions of law.

Ordinance No. 2005-68

Authorizing An Application And Agreement And Amending The 2004-05 Budget With Respect To Gunfire Detection Equipment

BE IT ORDAINED, by the Council of the City of Rochester as follows:

Section 1. The Mayor is hereby authorized to submit an application to and enter into an agreement with the United States Department of Justice, COPS Technology Office, for funding for gunfire detection equipment.

Section 2. The application and agreement shall contain such additional terms and conditions as the Mayor deems to be appropriate.

Section 3. Ordinance No. 2004-162, the 2004-05 Budget of the City of Rochester, as amended, is hereby further amended by increasing the revenue estimates and appropriations to the Cash Capital Allocation by the sum of $310,000, which amount is hereby appropriated from funds to be received under the grant agreement authorized herein to fund the purchase of gunfire detection equipment for the Rochester Police Department.

Section 4. This ordinance shall take effect immediately.

Passed by the following vote:

Ayes - President Giess, Councilmembers Curran, Douglas, Mains, McFadden, Norwood, Pritchard, Santiago, Stevenson - 9.

Nays - None - 0.

Attest Carolee A. Conklin
City Clerk

28

City of Rochester

Rochester, NY
All-America City
1998

FAX (585) 428-6059
TDD/Voice 428-6054

William A. Johnson, Jr.
Mayor

City Hall, Room 307-A
30 Church Street
Rochester, New York 14614-1284
(585) 428-7045

FINANCE & PUBLIC SAFETY
INTRODUCTORY NO.
77, 78, 79

February 24, 2005

Ord. No 2005-68
Ord. No 2005-69
Ord. No. 2005-70

RECEIVED
CITY COUNCIL OFFICE
05 FEB 25 AM 10:27

TO THE COUNCIL

Ladies and Gentlemen:

Re: Agreements and Appropriations for Police Grants

R2010:
Campaign 3 - Health, Safety and Responsibility

Transmitted herewith for your approval is legislation that will:

1. Authorize an agreement with the U.S. Department of Justice, COPS Technology Office to accept a grant of $310,000 to purchase hardware and software that enables detection and reporting of the location of gunfire, and amend the 2004-05 Cash Capital allocation to reflect these funds.

2. Authorize an agreement with NYS Division of Criminal Justice Services, STOP VAWA Office for an award of $69,600 under the Stop Violence Against Women Program.

3. Amend the 2004-05 Budget of the Police Department by $100,000 to reflect funding received under the Weed and Seed Program, Year 3 Round 2.

COPS Technology Grant: Shotspotter

The $310,000 grant, facilitated through the efforts of Congresswomen Slaughter, will be used to purchase the product known as Shotspotter. Shotspotter is both hardware and software that is used to detect and report gunshots and gunfire; it is able to pinpoint shots within 25 feet, reports the speed and direction of suspect vehicles involved in drive-by shootings, and it provides a time-stamped record of possible shots fired. All of these factors will enable officers to respond more quickly to incidents of gun violence, increasing the chances of apprehending suspects; it may also result in faster responses for life-saving medical treatment for gunshot victims There is no local match for this grant, and this is the first time the City has received funding for this purpose.

Stop Violence Against Women (VAWA) Grant Program

This year's award, our sixth, is $69,600, a reduction of $17,400 from the last year's. The VAWA Grant has had four main objectives:

Provide 576 victims of domestic violence with assistance to ensure their safety and provide 146 victims with necessary follow-up services to secure safe housing.

EEO/ADA Employer

ATTACHMENT NO. AE-32

28

Offer advocacy and follow-up services to domestic violence victims by contacting them prior to the arraignment of the perpetrator.

Ensure the continued safety of 684 domestic violence victims in high-risk targeted police patrol areas by providing intensive services to them.

Offer legal advocacy services and other appropriate assistance to 196 domestic violence victims who are identified by reviewing Domestic Violence Incident Reports in order to ensure their safety.

In 2004, each of the objectives was met or exceeded. The grant period is for January 1 through December 31, 2005. There is a budgeted 25% match for this grant. No budget amendment is necessary, as the renewal was anticipated in the 2005-06 Budget of the Police Department. The most recent program was authorized by Ordinance No. 2004-115.

Weed and Seed, Year 3 Round 2

The City of Rochester, Office of the Mayor, manages the City's Weed & Seed grant program. The Police department is a sub-recipient of $100,000. The money will be used in the Weed & Seed targeted areas in the northeast and southwest to: provide gang resistance education and training, allow police officers to work in and around schools to reduce gang/youth violence, provide intensive officer presence in high crime targeted areas in the above mentioned areas, and to continue the work of Mr. David Kennedy in the aforementioned areas. There is no match required for these funds, and this is the eighth year the police department has received funds from this source. Acceptance of these funds was authorized by Council in December 2004 (Ordinance No. 2004-410).

Respectfully submitted,

William A. Johnson, Jr.
Mayor

EEO/ADA Employer

OFFICE OF
THE CHIEF OF POLICE

05 JUL 25 PM 2:24

U.S. Department of Justice

Office of Community Oriented Policing Services

Grants Administration Division
1100 Vermont Avenue, NW
Washington, D.C. 20530

July 20, 2005

Chief Cedric Alexander
Rochester Police Department
City Public Safety Building
185 Exchange Boulevard
Rochester, NY 14614

Re: COPS Technology Grant #: 2005CKWX0114
Sole Source Justification

Dear Chief Alexander:

The COPS Office Grants Administration Division has completed its review of the Rochester Police Department sole source procurement of the Shotspotter Gunshot Location Detection System from Shotspotter, Inc. under the COPS *Technology* grant award. Based upon our review of the materials submitted, we have determined that your justification is acceptable and in compliance with the COPS Office's sole source procurement requirements.

Please proceed with your project and do not hesitate to contact the COPS Office at 1-800-421-6770 should you have any questions. Thank you for your cooperation.

Sincerely,

Bob Phillips

Robert A. Phillips
Deputy Director for Operations

cc: COPS Finance Office
Andre Tolver, Grant Program Specialist

ShotSpotter

ShotSpotter has been in use in the City of Rochester since 2005, and has been credited for several arrests and gun seizures.

In 2012 the Department upgraded to ShotSpotter Flex, which will allow us to upgrade our sensor technology going into the future.

- Under Flex, ShotSpotter takes over maintenance of the sensors and screens the detected gunshots before an alert is sent for dispatch. The old system relied on an ECD dispatcher to screen alerts and RPD to maintain the sensors.
- This new system will allow us to replace old technology sensors with new sensors which are better at detecting gunfire.
- Flex is more cost effective for the department, and gunshot detection is more reliable, resulting in fewer false alerts.

- Weather: heavy rains, high winds
- Environment: obstructions between the shot and sensors
- Shot occurs inside a structure or vehicle as opposed to outdoors
- Caliber of weapon: smaller caliber are sometimes harder to detect
- Shot occurred outside of the array coverage areas
- Also, the system needs three or more sensors to detect the shot or no alert is generated

- ShotSpotter alerts are only as good as the effort put forth to investigate them.
- Please ensure that we are conducting thorough investigation when responding to an alert, to include:
  - Getting out of the patrol vehicle and checking the area for evidence (casings, victims, bullet strikes, etc).
  - Talking to people in the area.
  - Documentation of what you find (Crime Report) or don't find (FIF). Even if you have nothing showing, it does not mean something did not occur. A simple FIF documenting the circumstances of the alert will help if a crime is found to have occurred later.

ShotSpotter can conduct a forensic review of gunshot audio from an incident, giving an Investigator:

- number of shots fired
- audio clip of gunshots as heard from multiple sensors
- narrowing location to a particular side of house or lot to allow for better evidence search
- location of multiple shooters and sequence of shots

Any requests for a forensic review of a particular incident should be made to Lt. [redacted] in CID. These requests need to be made within 72 hours or the data is overwritten.

If you are investigating an incident involving gunfire, and you did not get a ShotSpotter alert, there may still be audio evidence.

We can request ShotSpotter review the nearest sensors for that audio. Even if there was an outage, once the system comes back up-that audio is attainable.

Again, those requests should be made within 72 hours.