

**AMENDMENT NO. 1**  
to  
**AGREEMENT WITH CITY OF FRESNO, CALIFORNIA FOR SERVICES**

**THIS AMENDMENT NO. 1** is entered into effective this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the City of Fresno Police Department, whose address is 2323 Mariposa Mall, Fresno, CA 93721, (hereinafter referred to as "Customer") and SHOTSPOTTER, INC. ("SST"), a Delaware corporation whose address is 7979 Gateway Boulevard, Suite 210, Newark, California 94560, (hereinafter referred to as "SST").

**RECITALS:**

**WHEREAS**, the Customer and SST entered into the **AGREEMENT WITH THE CITY OF FRESNO, CALIFORNIA FOR SERVICE**, (hereinafter referred to as "Agreement") on April 8, 2015.

**WHEREAS**, Customer now wishes to amend the Agreement based upon SST's Fixed Price Proposal (Proposal ID: FRESNOCA08222017) to Customer, dated August 22, 2017.

**NOW THEREFORE**, in consideration of the Agreement, this Amendment to the Agreement, and of the mutual covenants hereinafter contained and for other good and valuable consideration, the parties agree as follows:

1. Fixed Price Proposal for Expanding Subscription-Based ShotSpotter® Flex™ Gunfire Location, Alert and Analysis Service. Incorporated herein as Exhibit A to this Amendment, this proposal defines:
  - a. The plans that Customer and SST agree to for the expansion of Customer's ShotSpotter Flex coverage areas by an additional 3.00 square miles; and
  - b. The annual Subscription fees that Customer agrees to pay SST for the additional 3.00 square miles of ShotSpotter Flex coverage areas; and
  - c. The payment terms that Customer agrees to pay SST for the Service Initiation fees and the Subscription fees, with the agreement that the 50% that is due upon ShotSpotter Flex "live status" will be prorated and paid according to any phased cutover of the additional coverage areas. Ex. Should Customer and SST cut over 2.00 square miles (66.67%) of the 3.00 square mile total additional coverage area, 66.67% of the final 50% payment will be due upon live status of this first additional coverage area.

All other terms and conditions of the original Agreement, except for those modified by this Amendment No. 1, shall remain unchanged and in full force and effect.



## Exhibit A

### Fixed Price Proposal for

### Expanding Subscription-Based ShotSpotter® Flex™ Gunfire Location, Alert and Analysis Service

#### Scope of Services

ShotSpotter Flex subscription service offering includes the following:

##### Coverage Area Details:

- Coverage area footprint is determined by customer's needs and requirements.
- SST hosts, secures, monitors and maintains all infrastructure.
- Qualified, reviewed and analyzed gunfire alerts verified by SST acoustic analysts.
- Allocation of Alert Consoles, dispatcher or mobile, is configured at the discretion of the customer.

##### Data Retention:

- SST guarantees 2 years of alert/incident history (additional years at a fee).
- Stored gunfire incidents and a complete summary report of gunfire and fireworks activity is available for analysis.
- High-level Summary and Basic Incident Reports
- Detailed Forensic Reports

##### Support:

- Standard customer support includes 24/7 assistance with user account, software interface, tools, features, incident (re)classification and review.
- Investigative and consultative support for gunfire incidents, forensic reports, and expert witness services.

#### Coverage Area(s)

Systems are deployed to provide a dome of coverage for one or more specified areas. For security and confidentiality concerns, the exact location of the coverage area(s) is not included in this document.

#### Pricing, Terms and Conditions

The pricing provided is a firm fixed price and remains valid through September 27, 2017.

Please note that this proposal and the discounts contained in this proposal are contingent upon execution of this Amendment and the agreements for the currently proposed expansion areas with the Fresno Unified School District (for 3.0 square miles) and the Fresno Department of Transportation (for 2.26 square miles), all by no later than September 27, 2017. In recognition of the schedule imposed by the Proposition 1B Transit Security grant to fund the City of Fresno Department of Transportation coverage areas, SST will accept a Letter of Intent from the Fresno Department of Transportation in lieu the signed

agreement, if funding from the Proposition 1B Transit Security grant is unavailable in time to support an executed agreement between the Fresno Department of Transportation and SST by September 27, 2017.

Note that this Amendment also includes the extension of the original City of Fresno agreement for 3.0 square miles to end on a date (to be determined upon go-live of this new expansion area) so there is a co-terminus end date for both 3.0 square mile coverage areas. The original renewal area is referred to as Phase I (first City of Fresno deployment area) which currently expires in February 2018. This Amendment will extend that 3.0 square mile coverage area for 2+ more years (February 2018 to a date in 2021) to be determined based upon the go- live date of this new expansion area.). Note that the obligations and payments contained in the original Phase I agreement remain unchanged. See pricing details in Phase I (first City of Fresno contract) Renewal Section below. The price as listed herein does not include any state or local taxes.

**New Expansion Area Fees**

**One-Time Service Startup Fees**

Service initiation fee for 3.0 square miles @ \$10,000/mi <sup>2</sup>	\$ 30,000.00
<b>Total One-Time Fees</b>	<b>\$30,000.00</b>

**Annual Subscription Fee**

3.0 square mile contiguous coverage areas @ \$65,000/mi <sup>2</sup> /year	\$ 195,000.00
<b>Total Annual Fee</b>	<b>\$195,000.00</b>

**Total Three-Year Subscription Term**

One-Time Service Startup Fees	\$ 30,000.00
3-Year Subscription for 3.0 square miles	\$ 585,000.00
Discount for 3-year subscription term (waive service initiation)	- \$ 30,000.00
Discount for 3-year subscription term (discount on subscription fee)	- \$ 135,000.00
<b>Grand Total for Three-Year Subscription for 3.0 mi<sup>2</sup> Expansion</b>	<b>\$ 450,000.00</b>

## Phase I Renewal (First City of Fresno Contracted Area)

### Annual Renewal Fee

3.0 square mile contiguous coverage areas renewal	\$ 150,000.00
<b>Total Annual Renewal</b>	<b>\$150,000.00</b>

### Total Extended Renewal Term (for Phase I)

Estimated to be 2+ years based on new go-live date of new expansion

### Payment Terms

Payment for the service initiation and startup, all subscription fees, and optional service fees shall be as follows:

- \$75,000 is due upon execution of agreement (50% of Service Year 1) (agreement must be signed, finalized and received no later than September 27, 2017)
- \$75,000 is due upon ShotSpotter Flex™ "live" status (50% of Service Year 1)
- \$150,000 is due within one year after ShotSpotter Flex™ "live" status (Service Year 2)
- \$150,000 is due within two years after ShotSpotter Flex™ "live" status (Service Year 3)
- NOTE that renewal payments on Phase I renewals remains due on annual renewal date
- Any future expansion projects outside of this Amendment are subject to SST's prevailing subscription rates.