



 **ShotSpotter**[®]
DETECT • PROTECT • CONNECT

PRICE PROPOSAL

FOR SUBSCRIPTION-BASED SHOTSPOTTER[®]

GUNFIRE LOCATION, ALERT AND ANALYSIS SERVICE

FOR THE CITY OF DURHAM

confidential



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CITY OF DURHAM

**Price Proposal for Subscription-Based ShotSpotter®
Gunfire Location, Alert, and Analysis Service**

Prospect: City of Durham, North Carolina

Proposal ID: DURHAMNC02122019

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Introduction and Background

About ShotSpotter, Inc.

ShotSpotter was founded in 1995 and with 31 issued patents, and nearly 100 agency engagements covering over 600 square miles, ShotSpotter has become the leader in the development and deployment of wide area acoustic gunshot surveillance systems. Our sensor-based technology detects, locates and alerts on all outdoor urban gunfire on a real time and precise basis. These alerts are then vetted by an acoustic reviewer in our 24/7 Incident Review Center before getting pushed to a customer web accessible laptop or mobile device. The alerts will show a precise dot on a map with the real recording of the actual gunfire event. The situational intelligence advantage and ground truth that our alerts bring to a tactical response provides for enhanced officer safety. At an agency level, it provides for an efficient and effective way to respond to and investigate gun crime.

Our service is delivered as an easily implemented Software as a Service (SaaS) solution requiring no investment in or maintenance of expensive hardware or software. Our contracts are based on an affordable one-year subscription agreement providing for maximum flexibility and the de-risking of a ShotSpotter deployment.

Our Core Beliefs

Our inspiration comes from our Principal Founder, Dr. Bob Showen's core belief that technology in its highest and best use should be harnessed for social good. The collective passion of our employees, investors and partners is based on providing a compelling solution and consulting expertise focused on helping reduce gun violence and creating safer more vibrant communities coping with the epidemic of gun violence. We are committed to developing comprehensive, respectful and intimate partnerships with agencies and their respective cities organized around making a positive difference. Today, ShotSpotter is highly regarded as a critical component of a comprehensive gun violence reduction strategy and is playing an active part in making communities safer for our future generations. We aspire to make that both our individual and firm wide legacy.

Our Experience

Our company has had over 20 years of successful experience in designing and deploying ShotSpotter arrays in a number of diverse urban environments with various acoustic and environmental challenges. We have the largest database of gunfire events and other impulsive noise detections on the planet allowing us to continually refine and improve our machine classification techniques. Our data is scientifically sound and used in court cases at both the state and federal levels.

Most importantly, we have over the years, been able to learn alongside our clients, a number of best practices techniques to improve on measurable outcomes and the operational effectiveness of our solution. We take a consultative approach to our client engagements and bring to bear a formal onboarding process and provide comprehensive training and ongoing webinars to advance the state of gun violence abatement.

Our Service and Product Offerings

ShotSpotter is well known and respected for its gunshot detection solutions that have historically helped police identify, analyze, and respond to violent gun crime in urban cities. The ShotSpotter product continues to become a household name in law enforcement agencies across the world. Today, the company has expanded its solution offering to include small area gunshot detection. This new security solution is focused on K-12 schools, college and university campuses, corporate facilities and other key critical infrastructure that are vulnerable to unpredictable active shooter attacks.

An overview of our suite of services include the following:

- **ShotSpotter[®] Flex[™]** – gunfire alerting and analysis of gunfire for local law enforcement agencies in urban areas.
- **ShotSpotter[®] SiteSecure[™]** for Critical Infrastructure – physical security designed to detect gunfire attacks on commercial and federal buildings, electrical substations, airports, and large outdoor structures.
- **ShotSpotter[®] SecureCampus[®]** – designed to provide outdoor gunfire coverage at university and school campuses.

About Our Service – ShotSpotter®

Real-Time Gunfire Data

ShotSpotter helps law enforcement agencies by directing police to the precise location of illegal gunfire incidents. ShotSpotter instantly notifies officers of shootings in progress with real-time data delivered to dispatch centers, patrol cars and even smart phones. Instant alerts enable first responders to aid victims, collect evidence and quickly apprehend armed, dangerous offenders.

ShotSpotter’s actionable intelligence can then be used to prevent future crimes by positioning law enforcement when and where crime is likely to occur. Police now possess a scientific barometer of success: smart policing leads to fewer shootings.

Key Features	Key Benefits
<ul style="list-style-type: none"> • Constant, 360-degree wide-area acoustic surveillance throughout large coverage areas. 	<ul style="list-style-type: none"> • Enhanced situational awareness and officer safety.
<ul style="list-style-type: none"> • Immediate alerts when no one calls 9-1-1. 	<ul style="list-style-type: none"> • Faster evidence collection and witness identification.
<ul style="list-style-type: none"> • Precise location including latitude/longitude, street address. 	<ul style="list-style-type: none"> • Court-admissible, detailed forensic reports (DFRs).
<ul style="list-style-type: none"> • Number and exact time of rounds fired. 	<ul style="list-style-type: none"> • Increased gun crime arrests.
<ul style="list-style-type: none"> • Identification of fully-automatic or high-capacity weapons. 	<ul style="list-style-type: none"> • Improved community relations and collaboration.
<ul style="list-style-type: none"> • Identification of multiple shooters. 	<ul style="list-style-type: none"> • Proactive gun crime pattern analysis and strategic deterrence.
<ul style="list-style-type: none"> • Detailed forensic data for investigation, prosecution, analysis. 	<ul style="list-style-type: none"> • No need to buy/manage a complex technology infrastructure.
<ul style="list-style-type: none"> • Easily-accessible single and cumulative historical reports. 	<ul style="list-style-type: none"> • Expedited response to shooting victims.
<ul style="list-style-type: none"> • Annual subscription-based service is a hosted cloud-based solution. 	<ul style="list-style-type: none"> • Increased suspect leads, suspect arrests.
	<ul style="list-style-type: none"> • Increased ability to identify homicides and injured victims.

Sensor Platform

Our gunshot detection solution is enabled through proprietary special purpose-built sensors that are designed to trigger and time-stamp impulsive acoustic events that spike above ambient noise. When three or more sensors “trigger” the software system, it triangulates the exact location of the event within 25 meters.

ShotSpotter designs and deploys a sensor array of typically 20-25 sensors per square mile in order to support a coverage area.

Our detection solution is enabled through proprietary special purpose-built sensors that are designed to trigger and time-stamp impulsive acoustic events that spike above ambient noise. When three or more sensors “trigger” the software system, it is able to triangulate the exact location of the event within 82 feet.

Subscription-based and Software as a Service

ShotSpotter’s cloud-based system is cost effective.

In addition to owning and operating the underlying sensor network, ShotSpotter also owns and operates the data center infrastructure which provides the 24x7x365 real-time data. Sensors operate on "machine-to-machine" (M2M) data contracts provided by our cellular provider partners. Because ShotSpotter maintains thousands of live sensor connections with those partners, we achieve per-sensor connectivity savings far beyond what a single agency could negotiate, and we pass those savings along to our customers in the form of a fixed price subscription.

Built-in redundancy eliminates any single point of failure.

ShotSpotter operates redundant data centers on both the East and West Coasts, both of which have doubly-redundant power and HVAC, and triply-redundant Internet connectivity. The company has invested in full data redundancy and backups, as well as offsite backup, and provides a level of 24x7x365 fault tolerant hardware and network uptime that no agency—even the biggest—could afford to procure, let alone maintain, on its own.

Subscription Based

The subscription-based cost structure of ShotSpotter not only makes sophisticated gunshot detection a reality for your agency, it helps you maximize your people by speeding investigations, supporting prosecutions and deploying patrol officers where and when they're needed most to successfully prevent gun violence.

Annual terms provide the maximum flexibility and reduction of risks as an agency can opt out after the one-year term (although we trust our service will provide positive outcomes that you will want to continue to receive).

Incident Review Center

Our 24x7x365 commitment coupled with unparalleled acoustic expertise provides an instant assessment of all incidents, freeing up time that dispatchers and officers would otherwise spend analyzing alerts. We provide the level of data qualification needed to have confidence when dispatching based on alerts. Drawing on their experience, ShotSpotter experts add critical situational intelligence to alerts, that can help personnel respond more safely and successfully.

After an explosive (or impulsive) sound triggers ShotSpotter sensors that an incident is detected and located, audio from the incident is sent to the ShotSpotter Incident Review Center via secure, high-speed network connections for real-time qualification. Within seconds, a ShotSpotter professional reviewer analyzes audio data and recordings to confirm gunfire. The qualified alert is then sent directly to the dispatch center, PSAP, mobile/patrol officers and any other relevant safety or security personnel.

ShotSpotter's team of expert reviewers has direct experience reviewing thousands of incidents captured by ShotSpotter systems. Reviewed alerts help law enforcement respond safely and effectively to gunfire by providing:

- Precise location of gunfire, both latitude/longitude and street address.
- Number and exact time of shots fired.
- Faster, more accurate alerts.
- Gunfire incident history and pattern analysis.

ShotSpotter's incident reviewers hear thousands of gunfire incidents during their training, and each incident is presented to them from the perspective of multiple sensors. ShotSpotter incident reviewers have reviewed and analyzed more acoustic gunfire incidents, from more perspectives, than quite literally anyone else in the world. ShotSpotter's Real-Time Incident Review Center operates 24 hours a day, 365 days a year in a protected and fully redundant environment. Our software provides live chat functionality for immediate communication and assistance when required.

Best Practices and Onboarding Training

Concurrent with the sensor design and deployment activities, ShotSpotter will provide a series of onboarding services to prepare the Durham Police Department to maximize the value of the ShotSpotter Gunfire Location, Alert, and Analysis Service to the police department and citizens of Durham. These standard onboarding steps will be refined to best serve the Durham Police Department team and the ShotSpotter users in the City of Durham. ShotSpotter onboarding services are designed to:

- Ensure successful ShotSpotter activation (go-live)
- Ensure full utilization of the features and functions available with the ShotSpotter service
- Ensure that Durham Police Department's Best Practices are refined, as needed, to respond most effectively to the gun crime intelligence data being delivered for the coverage area
- Track and monitor the efficacy of the ShotSpotter Gunfire Location, Alert, and Analysis Service
- Maximize the value of the ShotSpotter Gunfire Location, Alert, and Analysis Service to the police department and the citizens of Durham

Customer Success Team

ShotSpotter has assembled a Customer Success Team consisting of professionals with more than 100 years of combined law enforcement experience. The mission of this team of Consultants, Trainers, and Analysts is to maximize customer success with the ShotSpotter Gunfire Location, Alert, and Analysis Service. This team is available to our customers both pre- and post-production to advise, train, and guide our customers on the most effective use of the tools and services available with the ShotSpotter solution.

Onboarding Services

The following provides a high-level overview of ShotSpotter's standard Customer Onboarding Process, which will be tailored to support the Durham Police Department.

Getting Started

Prior to contract execution, a ShotSpotter Customer Success Director will begin working with the Durham Police Department's project team to plan the Customer Onboarding process. That process is initiated with an onsite Customer Kick-Off Meeting to bring all stakeholders together to review the goals and objectives of the program, to lay out the key steps in the implementation process, to agree on a targeted activation date (go-live) for the coverage area and to establish a communications protocol for ongoing communication and collaboration throughout the onboarding process. ShotSpotter will schedule Biweekly Status Calls with the Durham Police Department's Program Manager and other project leaders to maintain regular communication regarding the status of all project tasks throughout the implementation process.

Best Practices

Early in the Customer Onboarding Process, ShotSpotter's Customer Success team, led by the assigned Customer Success Director, will work with the Durham Police Department's Program Manager and other project leaders to schedule and conduct a series of Best Practices sessions. These Best Practices sessions are designed to assist the police department in establishing response protocols and procedures for managing the gunshot alerts and gun crime intelligence data that

will become available to the agency upon activation of the ShotSpotter Gunfire Location, Alert, and Analysis Service. These sessions are built upon the Customer Success Team's knowledge of those practices that have proven to be most effective in similar ShotSpotter customer sites across the country. ShotSpotter will customize and conduct these critical Best Practices Sessions for each of the following groups of users involved in the gun violence reduction program in the targeted coverage area:

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

User Training

ShotSpotter will assign a Customer Success Trainer to the Durham Police Department to ensure that wide-ranging, but consistent quality training is delivered based on the police department's needs. In preparation for the planned cutovers, ShotSpotter will train each group of users on utilization of the ShotSpotter application software products, including ShotSpotter Respond, ShotSpotter Dispatch and the Investigator Portal. Using a combination of instructor-led training, train-the-trainer training, and on-line computer-based training tools, ShotSpotter's Customer Success Team will work with the agency to tailor an onsite training program that addresses the unique needs and/or scheduling constraints of the police department's users.

Agency Metrics/KPIs – Key Performance Indicators

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

Onsite Support During Service Activation (Go-Live)

On the day of ShotSpotter service activation to a live production status, ShotSpotter's Customer Success Director will be onsite to ensure that the transition is smooth, that the established best practices surrounding the use of ShotSpotter's tools and services are being implemented as planned, and that user questions are answered quickly. Following system activation, ShotSpotter's Customer Success Director will facilitate a series of Weekly Status Calls with the agency to review the status and results being achieved by each group of users involved in the gun violence reduction program.

Gunfire Data and Alerts

The alerts that are generated by ShotSpotter are delivered in the following forms:

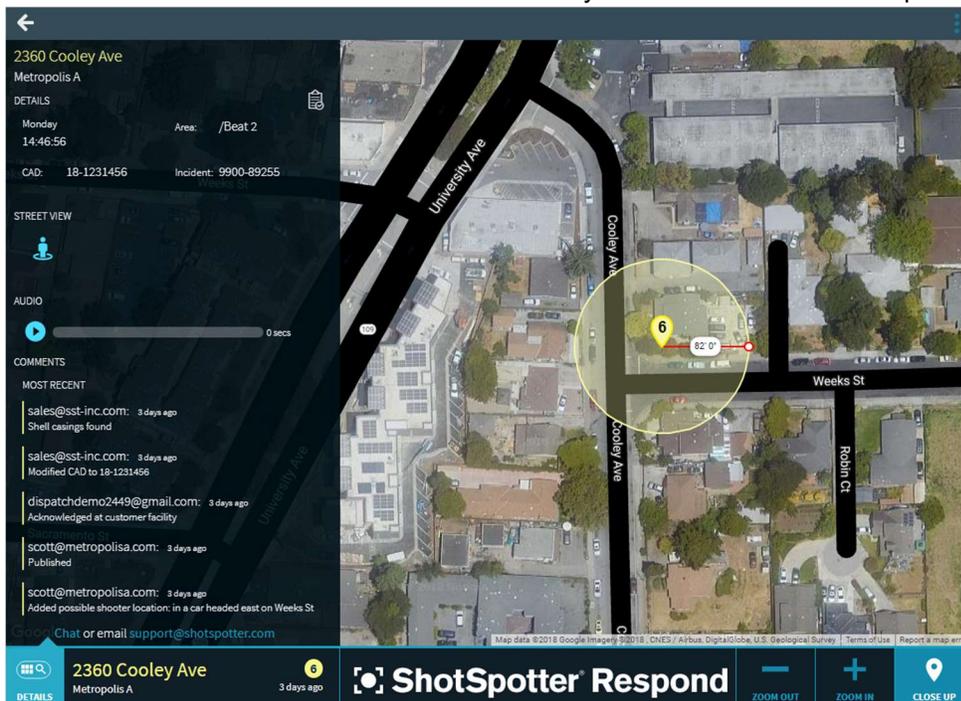
i. ShotSpotter® Dispatch™ and ShotSpotter® Respond™ Applications

The ShotSpotter Dispatch and ShotSpotter Respond applications are the user interface most often used by Call Takers, Dispatchers, and Patrol Officers in the field. Real-time notifications of gunfire incidents are delivered to this app.

The application provides the type of gunfire (single round, multiple round), a unique identification number (ID number), a date and time of the muzzle blast (trigger time), latitude-longitude of the location of the muzzle blast, nearest address of the location of the muzzle blast, number of shots, district identification, and beat identification.

A ShotSpotter analyst may add other contextual information related to the event such as the possibility of multiple shooters, high capacity weapons, full-automatic weapons, and the shooter's location related to a building (front yard, back yard, street, etc.). An audit trail of the time the alert was published, acknowledged and closed at customer facility is also contained in the report. All notes by Call Takers

and Dispatchers are added to the alert are time and date stamped and indicate the operator's identification. For Patrol Officers, an audio clip of the incident is provided with the alert.



ii. Investigator Portal

All historical incident data in the ShotSpotter database can be viewed, searched, sorted, and filtered using the ShotSpotter Investigator Portal. Reports for single incidents and groups of incidents can be run. Parameters and filter settings may be used to select incidents grouped into a single report. Any predefined reports may be viewed on a monitor, printed, or exported to standard CSV format.

End-users can create their own custom reports or otherwise analyze the data using standard COTS products such as Microsoft SQL Server Report Builder, Crystal Reports, ArcGIS including Spatial Analyst, and any other SQL tools or SQL Server compatible tools. Because the system stores all incident details into an SQL database, generating reports is relatively simple.

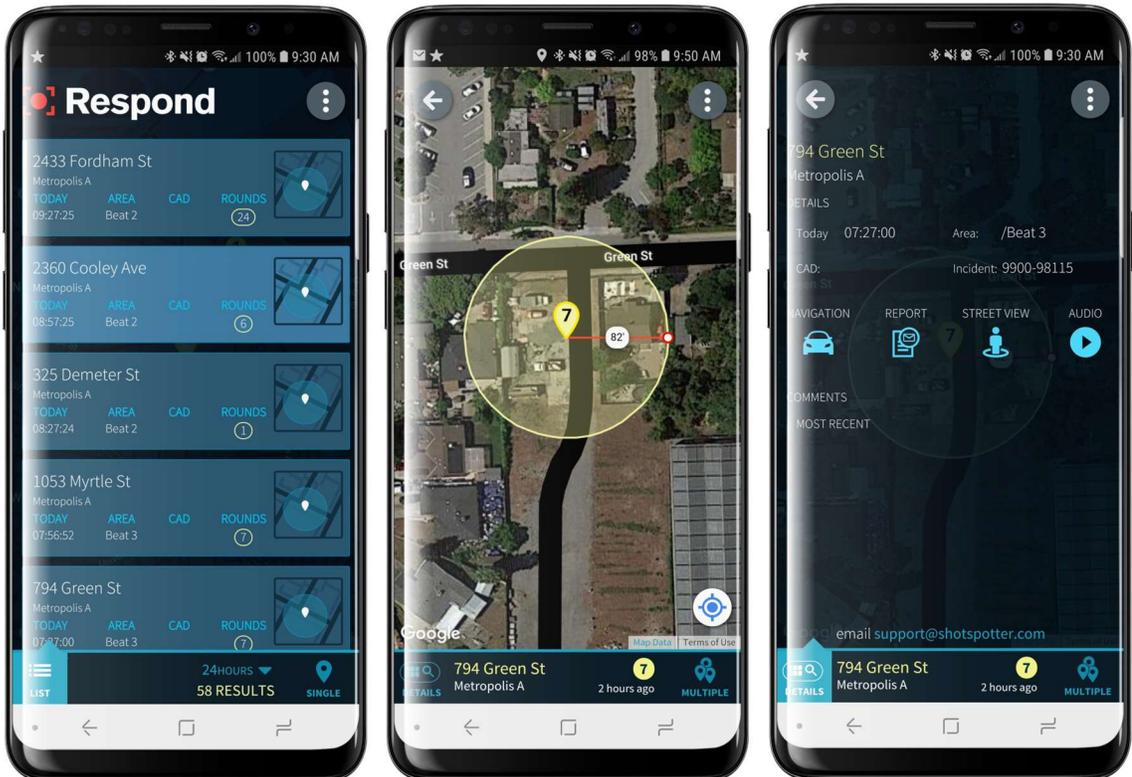
The Investigator Portal also includes the ability to save any audio clip as a standard MP3 file to any recordable media (e.g., CDROM, USB drive).

The screenshot displays the ShotSpotter Investigator Portal interface. At the top, there are search filters for 'find all incidents between' (begin/end dates and times), 'and of type(s):' (Single Gunshot, Multiple Gunshots, Possible Gunfire, Indoor Gunfire), and 'and with coverage area(s):'. Below the filters is a 'Search Results' table with columns for Type, ID, Date, Time, Address, Zone, Rnds, and CAD ID. The table lists 40 incidents. To the right of the table is a map view showing the geographic locations of the incidents, with red dots indicating the incident sites. The map includes street names, landmarks like 'UNIVERSITY WALK' and 'WOODLAND PARK', and a scale bar for 2500 feet. The interface also includes a 'Search' button, a 'Logout' button, and a 'Click to chat with SST' button.

Type	ID	Date	Time	Address	Zone	Rnds	CAD ID
MG	136751	25-Aug-2018	13:22:38	2202 Capital	EastPalaHh	3	EPAL823700
MG	136744	25-Aug-2018	04:51:54	2561 Illinois	EastPalaHh	6	EPAL823700
SG	136743	25-Aug-2018	04:46:57	1104 Sage	EastPalaHh	1	EPAL823700
SG	136741	25-Aug-2018	04:44:13	2004 Pulgas	EastPalaHh	1	EPAL823700
SG	136742	25-Aug-2018	23:20:33	1555 Adams	EastPalaHh	1	EPAL823700
MG	136675	21-Aug-2018	23:57:43	2462 W Bayshore Rd	EastPalaHh	9	EPAL823700
MG	136647	20-Aug-2018	16:36:10	1144 Camella	EastPalaHh	11	EPAL823700
MG	136624	19-Aug-2018	03:54:52	Bayshore Pkwy	EastPalaHh	9	EPAL823700
MG	136545	18-Aug-2018	12:16:10	2214 Terra Villa	EastPalaHh	5	EPAL823700
MG	136544	18-Aug-2018	12:14:42	2213 Terra Villa	EastPalaHh	3	EPAL823700
MG	136539	18-Aug-2018	04:54:37	1240 Camella	EastPalaHh	9	EPAL823700
MG	136535	17-Aug-2018	23:48:25	1379 Camella	EastPalaHh	7	EPAL823700
MG	136531	17-Aug-2018	22:01:23	721 Donohoe St	EastPalaHh	1	EPAL823700
MG	136506	17-Aug-2018	13:41:00	2210 Dunbarton	EastPalaHh	9	EPAL823700
MG	136475	15-Aug-2018	03:47:44	735 Green	EastPalaHh	2	EPAL823700
SG	136474	15-Aug-2018	03:02:41	2152 Ralmar	EastPalaHh	1	EPAL823700
MG	136470	15-Aug-2018	00:35:07	2119 Oakwood	EastPalaHh	1	EPAL823700
MG	136447	13-Aug-2018	16:01:43	2403 Fordham	EastPalaHh	1	EPAL823700
MG	136424	12-Aug-2018	22:06:14	218 Wilham	EastPalaHh	7	EPAL823700
MG	136422	12-Aug-2018	21:04:08	1923 Bay	EastPalaHh	1	EPAL823700
MG	136399	12-Aug-2018	00:26:59	2281 Dunbarton	EastPalaHh	8	EPAL823700
MG	136397	11-Aug-2018	23:26:46	1104 Sage	EastPalaHh	5	EPAL823700
MG	136393	11-Aug-2018	22:56:22	1670 Bay	EastPalaHh	6	EPAL823700
MG	136384	11-Aug-2018	03:27:03	2226 Oakwood	EastPalaHh	7	EPAL823700
MG	136382	10-Aug-2018	20:14:01	906 Bay Rd	EastPalaHh	2	EPAL823700
MG	136379	10-Aug-2018	18:25:02	2395 Dunbarton	EastPalaHh	2	EPAL823700
MG	136371	10-Aug-2018	05:12:20	2028 Pulgas	EastPalaHh	2	EPAL823700
SG	136217	05-Aug-2018	20:59:02	2263 Capital	EastPalaHh	1	EPAL821700
MG	136206	05-Aug-2018	09:02:22	901 Weeks	EastPalaHh	6	EPAL821700
SG	136203	05-Aug-2018	03:21:05	1523 Pulgas	EastPalaHh	1	EPAL821700
MG	136200	04-Aug-2018	23:53:04	440 Oakdale	EastPalaHh	2	EPAL821600
MG	136178	04-Aug-2018	01:16:57	725 Schenker	EastPalaHh	3	EPAL821600

iii. Mobile Alerts

Real-time gunfire alert data may also be delivered to smartphones and smart watches through a native smartphone application, ShotSpotter® Respond™, which is available for use on iPhones and Android platforms. The location of gunfire is represented as a dot on a map in addition to the number of rounds fired, including access to the incident audio.



iv. Optional ShotSpotter Interface License (API)

The ShotSpotter Application Programming Interface (API) permits client applications such as video management systems, Computer-Aided Dispatch (CAD), Records Management Systems (RMS), video analytics, automated license plate number readers (ALPR), camera management systems, crime analysis and statistics packages (including COMPSTAT software), and common operating picture (COP) software to receive accurate, timely, and detailed information about ShotSpotter gunfire alerts, including precise latitude and longitude (geolocation), GPS-synchronized timestamps, incident audio, and situational context provided by the 24x7x365 ShotSpotter Incident Review Center.

Each ShotSpotter API license pack may be purchased for annual subscription fee, which includes:

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

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

v. Forensic Reports & Certified Expert Witness Services

ShotSpotter data is also useful for detailed forensic analysis that helps reveal and clarify what actually occurred during a gunfire incident, including the identification of weapon type (i.e. automatic vs. semi-automatic), the number of rounds fired, the number of shooters involved, and the direction and speed of a shooter-in-motion for drive-by shootings. The audio clips also provide conclusive evidence to prosecutors to allow jurors to directly experience the incident and gain a more detailed firsthand awareness of what are often horrifying moments for the victims. In support of prosecutions, ShotSpotter offers key members of its staff to provide expert witness testimony to help interpret and clarify crime scene activity derived from the system's data. In addition to predefined and customer-generated reports, ShotSpotter experts can create a detailed forensic report of any single gunfire incident. ShotSpotter detailed forensic reports have helped with many convictions and also to clarify what occurred during officer involved shootings. Nearly all of the criminal proceedings in which its experts have been called to testify, ShotSpotter has been able to produce a detailed, round-by-

round analysis of the timing and location of the shots fired by one or more weapons. To the best of our knowledge, no other acoustic-based gunshot detection system has been accepted in a court of law as providing this kind of forensic evidence.

In 11 states and in the District of Columbia, ShotSpotter evidence and ShotSpotter expert witness testimony have been successfully admitted in over 50 court cases. In four of those states (CA, NY, MO, NE), ShotSpotter scientific technique was subject to Kelly (Frye) or Daubert challenges and was found to be admissible.

Customer References

Minneapolis (MN) Police Department

350 South 5th Street, Room 130, Minneapolis, MN 55415-1389

Commander Scott Gerlicher (scott.gerlicher@minneapolismn.gov, 612.673.3522)

Coverage Area: 5 square miles (1 expansion)

2006 to Present

New York City (NY) Police Department

1 Police Plaza, New York, NY 10007

Sergeant Joe Freer (joe.freer@nypd.org, 646.610.8676)

Coverage Area: 60 Square Miles (currently expanding to 69)

2015 to Present

Hartford (CT) Police Department

50 Jennings Road, Hartford, CT 06120

Sergeant Johnmichael O'Hare (oharj001@hartford.gov, 860.757.4178)

Coverage Area: 11.25 square miles (1 expansion)

2011 to Present

Kansas City (MO) Police Department

700 Minnesota Avenue, Kansas City, KS 66101

Commander Scott Caron (scott.caron@kcpd.org, 816.234.5000)

Coverage Area: 4.5 square miles

2012 to Present

Riviera Beach (FL) Police Department

600 West Blue Heron Blvd., Riviera Beach, FL 33404

Interim Chief Michael Madden (mmadden@rivierabch.com, 561.845.4128)

Coverage Area: 3 square miles (1 expansion)

2010 to Present

Services & Support

The ShotSpotter subscription service offering includes the following:

Coverage Area Details:

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

Data Retention:

- ShotSpotter provides seven (7) years of alert/incident history.
- 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.

ShotSpotter Onboarding:

- Comprehensive Onboarding Program tailored to the customer's needs.
- Customers are eligible for an in-person training program which include the following:
 - Best Practices
 - Recommended Training, Tactics, and Procedures (TTPs)
 - End-user documentation
 - Administrator training
 - Online end-user training

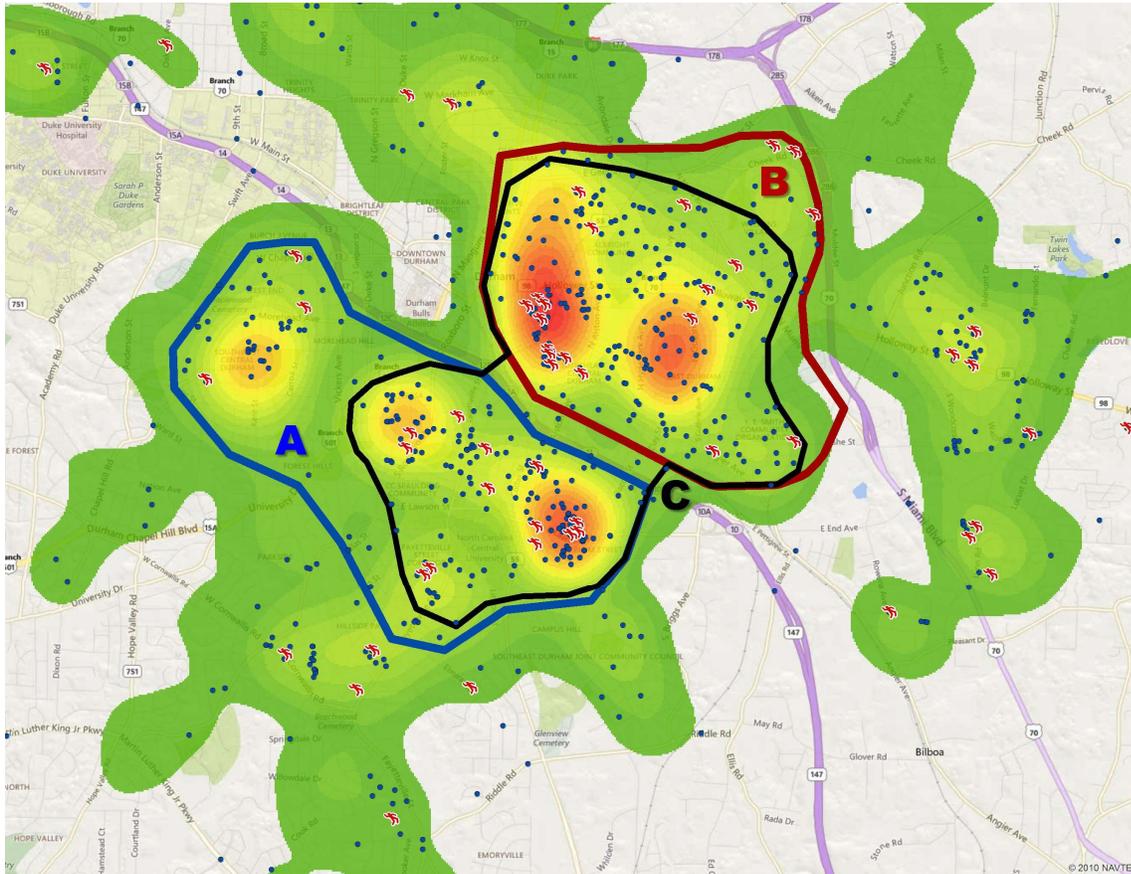
Customer Requirements:

- Provision network access required to meet ShotSpotter minimum specifications and requirements (ref “Host and Services Required to Use ShotSpotter Clients” FED-72-01) for all computers (PC and MDC) which will access the ShotSpotter Service.
- Run the ShotSpotter System Profiler (a web-based analyzer) to verify system configuration and network access required for each computer (PC or MDC) which will access the ShotSpotter service.

Coverage Areas

ShotSpotter systems are deployed to provide a dome of coverage for one or more specified areas. Each area is bounded by a specific coverage area perimeter. The areas to be covered are shown in the map image below, with each coverage area perimeter denoted by a boundary line. The areas outlined in the images are rough estimates of the recommended coverage areas and may not be exact. The precise sizes of each area (e.g., in square miles) can only be verified with actual acoustic propagation information. This verification can only be accomplished during the installation process; therefore, the shapes may vary.

The proposed coverage boundaries are drafted for this initial budgetary estimate. ShotSpotter will collaborate with City stakeholders to determine the final coverage boundaries and develop a firm fixed price proposal to address the City’s needs and priorities.



Proposed ShotSpotter Coverage:

Area-A (BLUE) = 3.0 mi², Area-B (RED) = 3.0 mi², Area-C (BLACK) = 4.0 mi²

Analysis

The heatmap (above) represents a density of 6,290 Sound of Shots calls for service from January 1, 2014 through December 31, 2016. Additionally, there were 1,099 Gun-Related Aggravated Assaults and 76 Gun-Related Homicides city-wide during the same period.

Area-A (above) represents 1,037 Shots calls (16.5% of the total), 250 Gun-Related Aggravated Assaults (22.7% of the total), and 16 Gun-Related Homicides (21.1% of the total).

Area-B (above) represents 1,274 Shots calls (20.3% of the total), 278 Gun-Related Aggravated Assaults (25.3% of the total), and 23 Gun-Related Homicides (30.3% of the total).

Area-C (above) represents 1,777 Shots calls (28.3% of the total), 455 Gun-Related Aggravated Assaults (41.4% of the total), and 33 Gun-Related Homicides (43.4% of the total).

Pricing, Terms and Conditions

The following pricing is a budgetary estimate only and is subject to change. There are three pricing options offered below. Area-C includes a subset of both Area-A and Area-B. Therefore, if you select Area-C, you may not select Area-A or Area-B. Upon request, ShotSpotter will provide a formal price quotation. Please note that ShotSpotter may need to perform a site survey in order to accurately calculate the final, binding price quotation. The pricing provided remains valid for ninety days (through May 12, 2019).

This price quotation does not include any state or local taxes; if taxes are applicable, we will be happy to provide an amended price quotation upon request.

Price Schedule

Non-Recurring Charges:	
Service Initiation and Startup Fee	\$ 10,000.00/mi ²
ShotSpotter Onboarding, Training, and Best Practices Support	\$ 10,000.00
Recurring Charges:	
Annual Subscription Fee (contiguous area ≥ 3.0 square miles)	\$ 65,000.00/mi ²
Optional Recurring Charges:	
One-Year Subscription for ShotSpotter Interface License Pack (API)	\$ 9,500.00
<ul style="list-style-type: none"> • Recurring annual subscription fee • Includes up to three (3) interfaces • Does not include 3rd party services or middleware 	

Budgetary Quotation

Coverage Area	Area-A 3.0 mi ²	AND	Area-B 3.0 mi ²	OR	Area-C 4.0 mi ²
Service Initiation and Startup Fee	\$ 30,000.00		\$ 30,000.00		\$ 40,000.00
ShotSpotter Onboarding, Training, and Best Practices Support*	\$ 10,000.00		\$ 10,000.00		\$ 10,000.00
Annual Subscription Fee	\$ 195,000.00		\$ 195,000.00		\$ 260,000.00
Total for First Year	\$ 235,000.00		\$ 235,000.00		\$ 310,000.00

* ShotSpotter Onboarding, Training, and Best Practices Support Fee is charged once per agency, not per coverage area. For example, if Area-A and Area-B are purchased, the total would be \$460,000 for the first year.

Payment Terms

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

- 50% due upon execution of agreement
- 50% due upon ShotSpotter activation (live) status

ShotSpotter Services Agreement (See Attached Exhibit)

The attached ShotSpotter Services Agreement (“Agreement”) is incorporated herein by reference and constitutes an integral part of this proposal. Unless specifically stated otherwise, should there be any conflict between the Agreement and this proposal, the Agreement shall take precedence over the proposal itself.

Agreement

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

Pricing Options Selected: Area-A: 3.0 mi² for One Year

AND

Area-B: 3.0 mi² for One Year

OR

Area-C: 4.0 mi² for One Year

ShotSpotter, Inc.

City of Durham, North Carolina

By:

By:

(Authorized Signature)

(Authorized Signature)

Name:

Name:

Title:

Title:

Date:

Date:

ShotSpotter, Inc.
7979 Gateway Blvd, Suite 210
Newark, California 94560
+1.888.274.6877
info@shotspotter.com
www.shotspotter.com

SERVICES AGREEMENT



confidential

ShotSpotter, Inc.
7979 Gateway Blvd, Suite 210
Newark, California 94560
+1.888.274.6877
info@ShotSpotter.com
www.ShotSpotter.com

ShotSpotter, Inc. (also “ShotSpotter,” “we,” “us,” or “our”) and the City of Durham, North Carolina (hereinafter referred to “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 under-takings 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 ShotSpotter (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 ShotSpotter incident reviewer employee (see Exhibit A).

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

ShotSpotter 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 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.

A. RIGHTS IN DATA.

All Data created, generated, modified, compiled, stored, kept or displayed by ShotSpotter through the Subscription Service in the course of providing the Subscription Service and related Services to Customer, remains the sole and exclusive property of ShotSpotter. ShotSpotter expressly reserves the rights to copy, publish, display, adapt, modify, translate, perform publicly, make works derived from, transfer, sell, offer for sale, and to use any and all Data for any purpose. Notwithstanding the foregoing sentence and although ShotSpotter owns the Data with respect to the Subscription Service, ShotSpotter will provide reasonable notice if any Data to be released is specific forensic or law enforcement sensitive incident information that may pertain to any active investigation or prosecution. At no time, either in a non-exclusive or exclusive data ownership, does ShotSpotter 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.

ShotSpotter expressly reserves the rights to copy, publish, display, adapt, modify, translate, perform publicly, make works derived from, transfer, sell, offer for sale, and to use any and all Data (including, without limitation, Reviewed Alerts) for any purpose, and to authorize, license, and sublicense others to do any or all of the same.

B. RESTRICTIONS.

The Software and Data 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 Data 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 Data, 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 at our sole discretion: (i) modify, adapt, alter, translate, copy, perform or display (publicly or otherwise) or create compilations, derivative, new or other works based, in whole or in part, on the Software or Data, or on the Service; (ii) merge, combine, integrate or bundle the Software or the Data, in whole or in part, with other software, hardware, data, devices, systems, technologies, products, services, functions or capabilities; (iii) transfer, distribute, make available the Service, Data, or Software to any person other than the specific end-user customer identified to ShotSpotter in the Purchase Documents, sell, resell, sublicense, lease, rent, or loan the Service, Data, or Software, in whole or in part, or (iv) provide

use or permit operation of any of the Service, Software or Data by any person other than the original end-user customer designated in the Purchase 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.

ShotSpotter and its licensors retain all ownership of all intellectual property rights in and to all Data, 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 ShotSpotter. You shall take all reasonable measures to protect ShotSpotter's intellectual property rights in the Service and Software, including providing assistance and measures as are reasonably requested by ShotSpotter 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, Software and Data 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 ShotSpotter will cease delivering Reviewed Alerts, and disable your access to the Data. Customer agrees that ShotSpotter 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.

ShotSpotter reserves the right at any time and from time to time to modify, temporarily or permanently, the Service (or any part thereof). In the event that ShotSpotter modifies the Service in a manner which removes or disables a feature or functionality on which Customer materially relies, ShotSpotter, at Customer's request, shall use commercially reasonable efforts to restore such functionality to Customer. In the event that ShotSpotter is unable to substantially restore such functionality, Customer shall have the right to terminate the Agreement and receive a pro-rata refund of the annual Service fees paid under the Agreement

for use of the Service which was paid for by Customer but not yet furnished by ShotSpotter as of the date of such termination. Customer acknowledges that ShotSpotter reserves the right to discontinue offering the Service at the conclusion of Customer's then current term. Customer agrees that ShotSpotter shall not be liable to Customer or to any third party for any modification of the 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 ShotSpotter 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 set forth in Exhibit A, attached hereto.

B. OTHER WARRANTY.

ShotSpotter 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.

4. SHOTSPOTTER SUPPORT.

During the term of the Services, ShotSpotter 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). ShotSpotter

will provide reasonable efforts to respond via email to requests for support relating to incident classification within 8 hours of the request.

In addition, ShotSpotter will use commercially reasonable efforts to respond to other support requests within 24 hours of receipt of the request during the period of 8 am 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 ShotSpotter 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.

ShotSpotter, at the specific request of the customer, will produce and provide a reasonable quantity of detailed incident forensic reports 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 ShotSpotter Customer Service Department. Customer should expect delivery of these reports within 5 days after receipt of the request. 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 or provided to Customer until Customer becomes current with its payment obligations.

B. EXPERT WITNESS SERVICES.

ShotSpotter offers reasonable expert witness services. The Customer will be responsible for all travel and per diem reimbursement. At the specific request of the customer, ShotSpotter 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 ShotSpotter undertakes to provide individuals whose qualifications are sufficient for such services, but does not warrant that any person or his or her opinion will be accepted by every court. ShotSpotter requires at least fourteen (14) days prior notice of such a requirement in writing from the Customer. Customer must include dates, times, specific locations and a point of contact for ShotSpotter personnel. Due to the nature of legal proceedings, ShotSpotter cannot guarantee that its services described in this section shall produce the outcome, legal or otherwise, which Customer desires. Payment for expert witness services described shall be due and payable when services are rendered regardless of the outcome of the proceedings.

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 ShotSpotter), and the term shall be renewed for another year. ShotSpotter 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.

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, ShotSpotter may remove the ShotSpotter Gunshot Location System and any components from the coverage area at that time. If ShotSpotter 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 ShotSpotter to provide the Service. In such circumstances ShotSpotter will use commercially reasonable efforts to obtain alternate wired or wireless cellular communications or adjust the coverage area as necessary. In the event ShotSpotter is unable to do so, ShotSpotter will terminate the Service and refund a pro-rata portion of the annual Service fee to Customer.

6. IP INFRINGEMENT; EXCLUSIVE REMEDY.

Subject to the terms and conditions hereof, ShotSpotter 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 ShotSpotter'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 ShotSpotter shall have the right to choose counsel to defend such suit and/or action, and to control the settlement (including determining the terms and conditions of settlement) and the defense thereof, and that Customer shall provide ShotSpotter 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 ShotSpotter all reasonable assistance and information in connection with ShotSpotter's investigation and defense of any claim of infringement.

Further provided, however, that this section shall not apply and ShotSpotter 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 ShotSpotter 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 ShotSpotter'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 ShotSpotter is or may be obliged to defend under this section, or is determined to infringe the foregoing patents or copyrights of another in a final, non-appealable judgment subject to ShotSpotter's obligations under this section, then ShotSpotter may in full and final satisfaction of any and all of its obligations under this section, at its option: (1) procure for Customer the right to continue using the affected 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 ShotSpotter 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 ShotSpotter representatives shall vary, expand or modify these warranties.

To the maximum extent permitted by applicable law, all other representations or warranties, express, implied, or statutory, including without limitation, any warranties of non-infringement, 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 are hereby expressly disclaimed and superseded by the exclusive limited express warranty and disclaimers set forth herein.

Without limiting the generality of the foregoing limitations and disclaimers, while the Service is not designed, sold, or intended to be used to detect, intercept, transmit or record oral or other communications of any kind, ShotSpotter cannot control how the Service is used, and, accordingly, ShotSpotter does not warrant or represent, expressly or implicitly, that use of the Service will comply or conform to the requirements of federal, state or local statutes, ordinances and laws, or that use of the Service will not violate the privacy rights of third parties. You shall be solely responsible for using the Service in full compliance with applicable law and the rights of third persons.

Further, regardless of any prior statements, representations, or course of dealings by any ShotSpotter representatives, 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 ShotSpotter-supplied network will remain in operation at all times or under all conditions.

ShotSpotter expressly disclaims, and does not undertake or assume any duty, obligation or responsibility for any decisions, actions, reactions, responses, failure to act, or inaction, by Customer as a result of or in reliance on, in whole or in part, any Services or Reviewed Alerts provided by ShotSpotter, or for any consequences or outcomes, including any death, injury, or loss or damage to any property, arising from or caused by any such decisions, actions, reactions, responses, failure to act, or inaction. It shall be the sole and exclusive responsibility of the Customer to determine appropriate decisions, actions, reactions or responses, including whether or not to dispatch emergency responder resources. The Customer hereby expressly assumes all

risks and liability associated with any and all action, reaction, response, and dispatch decisions, and for all consequences and outcomes arising from or caused by any decisions made or not made by the Customer in reliance, in whole or in part, on any Services provided by ShotSpotter, 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 ShotSpotter'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 ShotSpotter 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 ShotSpotter in obtaining sensor site permissions from premises owners or lessors, in locations reasonably acceptable to ShotSpotter, which obligations are incorporated by reference and made a part hereof. Unless the Statement of Work or other contract documents signed by ShotSpotter allocates such obligations to ShotSpotter 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. ShotSpotter'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 ShotSpotter Service or web portal, or the combining, connection, merging, bundling, or integration of the ShotSpotter 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 ShotSpotter, 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 ShotSpotter 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. In order to use the Service, Customer must have and maintain access to the World Wide Web to enable a secure https connection from the Customer's workstation to ShotSpotter's hosted services, either directly or through devices that access Web-based content. Customer must also provide all equipment necessary to make such (and maintain such) connection.

F. Customer may designate up to the number of users under Customer's account which corresponds to the access required by assigning unique passwords and user names. 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.

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 Gunshot Location 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, Gunshot Location 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 Gunshot Location 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 ShotSpotter shall not itself be considered Confidential Information, nor shall the name of any city in which the ShotSpotter Gunshot Location 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 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 ShotSpotter 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 ShotSpotter's reasonable control. At ShotSpotter's option and following notice to Customer, any of the foregoing causes shall be deemed to suspend such obligations of ShotSpotter so long as any such cause shall prevent or delay performance, and ShotSpotter agrees to make and Customer agrees to accept performance of such obligations whenever such cause has been remedied.

14. DEFAULT; REMEDIES.

Upon the occurrence of any default by or breach of your obligations, 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, or (ii) accelerate and declare immediately due and payable all remaining charges for the remainder of the agreement and proceed in any lawful manner to obtain satisfaction of the same. In either case, you shall also be responsible for paying court costs and reasonable attorneys' fees incurred by or on behalf of us, as well as applicable repossession, shipping, repair and refurbishing costs.

15. LIMITATIONS ON LIABILITY.

In no event shall either party, or any of its affiliates or any of its/their respective directors, officers, members, attorneys, employees, or agents, be liable to the other party under any legal or equitable theory or claim, for lost profits, lost revenues, lost business opportunities, exemplary, punitive, special, 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.

In any event, except for its IP infringement indemnity obligations under section 6 hereof, ShotSpotter'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 ShotSpotter under this agreement, or the amount of insurance maintained by ShotSpotter available to cover the loss, whichever is greater. The foregoing limitations shall apply without regard to any failure of essential purpose of any remedies given herein.

16. GENERAL PROVISIONS.

A. NO AGENCY.

Neither ShotSpotter 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.

ShotSpotter 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 ShotSpotter 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. 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 ShotSpotter 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 ShotSpotter's express prior written consent. ShotSpotter may assign or transfer this Agreement and the Purchase Documents and/or ShotSpotter's rights and obligations hereunder, in whole or in part, to any third party without the necessity of obtaining Customer's 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 ShotSpotter'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 state of North Carolina, 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. If the parties disagree as to any matter arising under this Agreement or the relationship and dealings of the parties hereto, then ShotSpotter and Customer shall promptly consult with one another and make diligent, good faith efforts to resolve the disagreement, by negotiation. Should the dispute not be resolved within a reasonable time after commencement of such negotiations, it shall be mediated before one or more mediators mutually acceptable to both parties. Costs of mediation will be allocated as part of the resolution in mediation, but absent such resolution, shall be paid equally by the parties. If such effort is unsuccessful, any controversy or claim arising out of or relating to this Agreement or the validity or breach of any of the provisions thereof, or the relationship, dealings, rights, and obligations of the parties, or use of the Service, shall be settled by binding arbitration, before three arbitrators, in or as near as possible to Newark, California, United States of America, or in such other location as the parties may agree, in accordance with the Commercial Rules of the American Arbitration Association in effect on the date of this agreement.

Exhibit A**ShotSpotter Gunshot Location System®****Reviewed Alert Service Levels****Summary**

Under the terms and conditions of the ShotSpotter Services Agreement between ShotSpotter, Inc. (“ShotSpotter”) and Customer, ShotSpotter commits to meet or exceed the following Service Level Agreement (SLA) standards as it provides its ShotSpotter Gunshot Location Services¹:

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

Gunshot Detection & Location Performance

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

Reviewed Alerts Service

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

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

Incident Type	Action
High confidence incident is gunfire	Reviewed Gunfire Alert, (Single Gunshot “SG” or Multiple Gunshots “MG”) sent to Customer’s Alert Console and/or ShotSpotter App
Uncertain if incident is gunfire or not	Reviewed Probable Gunfire (“PG”) Alert sent to Customer’s Alert Console and/or ShotSpotter App
Low confidence incident is gunfire	No alert will be sent; incident available for Customer review in the incident history available through the Investigator Portal

Reviewed Alerts are sent to the customer’s Alert Console and/or ShotSpotter App. Information in a Reviewed Alert will include the following:

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

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

Service Availability

The ShotSpotter Gunshot Location Service² will be able to detect gunfire and available to users with online access to ShotSpotter data 99.9% of the time, on a 24x7 by 365 day per year basis, excluding: a) scheduled maintenance periods which will be announced to Customer in advance; b) select holidays; and c) third party network outages beyond ShotSpotter’s control.

Customer SLA Credits

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

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

Service Level Exclusions and Modifications

ShotSpotter takes commercially reasonable efforts to maintain Service Levels at all times. However, Service Level performance during New Year's Eve and Independence Day and the 48 hour periods before and after these holidays, are specifically excluded from Service Level standards. During these excluded periods, because of the large amount of fireworks activity, ShotSpotter uses fireworks suppression techniques³.

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

Service Failure Notification

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

Customer Responsibilities

The purpose of the Reviewed Alert service is to provide incident data to the Customer, reviewed, analyzed and classified in the manner described above. However, it is the sole responsibility of the Customer to interpret the data provided, and to determine any appropriate follow-up reaction or response, including whether or not to dispatch emergency responder resources based on a Reviewed Alert. ShotSpotter does not assume any obligation, duty or responsibility for reaction, response, or dispatch decisions, which are solely and exclusively the responsibility of Customer, or for the consequences or outcomes of any decisions made or not made by the Customer in reliance, in whole or in part, on any services provided by ShotSpotter.

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

Customer is responsible for providing any required workstations, mobile devices and internet access for the Alert Console, ShotSpotter App or Investigator Portal.

³ ShotSpotter will put the ShotSpotter system into "fireworks suppression mode" during this period in order to reduce the non-gunfire incidents required for human classification. ShotSpotter will formally inform the customer prior to the system being placed in fireworks suppression mode and when the mode is disabled. While in fireworks suppression mode, the incident alerts determined to be fireworks are not sent to the reviewer on the Alert Console or ShotSpotter App, however these non-gunfire incidents will continue to be stored in the database for use if required at a later time.

ShotSpotter – Definition of Key Terms

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

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

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

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

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

ShotSpotter performance is guaranteed after a “Statistically Significant” set of incidents has been detected in accordance with timeframes set forth herein and following DQV and commercial system acceptance. Because the ShotSpotter is designed to cover the indigenously occurring, community-generated gunfire (which is typically well distributed throughout the Coverage Area), performance should not be construed to mean that 90% of gunfire fired at any given location within the Coverage Area will be detected and located within the guaranteed accuracy.

The ShotSpotter Gunshot Location system is not a “point protection” system and is therefore not designed to consistently detect gunfire at every single location within the Coverage Area, but rather to Accurately Locate 90% of the Detectable Incidents in aggregate throughout the entire Coverage Area. There may be certain locations within the Coverage Area where obstacles and ambient noise impede and/or overshadow the propagation of acoustic energy such that locating the origin at those positions is inconsistent or impossible. The Performance Rate calculation is thus specifically tied to the Community Gunfire across the entire Coverage Area.

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