

NONARPA FINAL DRAFT 10.10.22

GUNSHOT DETECTION SUBSCRIPTION SERVICES CONTRACT

BETWEEN

CITY OF DETROIT, MICHIGAN

AND

SHOTSPOTTER, INC.

CONTRACT NO.

6004334

<u>ARTICLE 1.</u>	<u>DEFINITIONS AND EXHIBITS</u>	3
<u>ARTICLE 2.</u>	<u>ENGAGEMENT OF CONTRACTOR</u>	6
<u>ARTICLE 3.</u>	<u>LICENSE</u>	8
ARTICLE 4.	CONTRACTOR'S REPRESENTATION AND WARRANTIES	12
<u>ARTICLE 5.</u>	<u>CONTRACT EFFECTIVE DATE AND TIME OF PERFORMANCE</u>	15
<u>ARTICLE 6.</u>	<u>RECORDS, WORK PRODUCTS AND DATA</u>	15
<u>ARTICLE 7.</u>	<u>CONTRACTOR PERSONNEL AND CONTRACT ADMINISTRATION</u>	16
<u>ARTICLE 8.</u>	<u>COMPENSATION AND SECURITY</u>	17
<u>ARTICLE 9.</u>	<u>MAINTENANCE AND AUDIT OF RECORDS</u>	18
<u>ARTICLE 10.</u>	<u>INDEMNITY</u>	19
<u>ARTICLE 11.</u>	<u>INSURANCE</u>	21
ARTICLE 12.	DEFAULT AND TERMINATION	23
<u>ARTICLE 13.</u>	<u>ASSIGNMENT</u>	26
ARTICLE 14.	SUBCONTRACTING	26
<u>ARTICLE 15.</u>	<u>CONFLICT OF INTEREST</u>	27
ARTICLE 16.	CONFIDENTIAL INFORMATION.....	27
ARTICLE 17.	COMPLIANCE WITH LAWS AND PRIVACY AND SECURITY POLICIES.....	29
<u>ARTICLE 18.</u>	<u>OFFICE OF INSPECTOR GENERAL</u>	30
<u>ARTICLE 19.</u>	<u>AMENDMENTS</u>	31
ARTICLE 20.	FAIR EMPLOYMENT PRACTICES.....	31
ARTICLE 21.	NOTICES	31
ARTICLE 22.	FORCE MAJEURE.....	32
ARTICLE 23.	WAIVER	32
<u>ARTICLE 24.</u>	<u>MISCELLANEOUS</u>	33
<u>ARTICLE 25.</u>	<u>BOARD OF ETHICS</u>	34
	<u>SIGNATURE PAGE</u>	36
	<u>EXHIBIT A - GUNSHOT DETECTION SUBSCRIPTION SERVICE</u>	A-1
	<u>EXHIBIT B - FEE SCHEDULE</u>	B-1
	<u>EXHIBIT C - STATEMENT OF POLITICAL CONTRIBUTIONS AND EXPENDITURES</u>	C-2
	<u>EXHIBIT D FORM OF LETTER OF CREDIT</u>	D-1

**CITY OF DETROIT
GUNSHOT DETECTION SUBSCRIPTION SERVICE CONTRACT**

This Gunshot Detection Subscription Service Contract is entered into by and between the City of Detroit, a Michigan municipal corporation, acting by and through its Detroit Police Department (DPD) (“City”), and ShotSpotter, Inc., a foreign profit corporation organized under the laws of Delaware, with its principal place of business located at 39300 Civic Center Drive, Ste 300, Fremont, CA 94538 (“Contractor.”)

Recitals:

Whereas, the City desires to engage the Contractor to deliver the Subscription Service as set forth in this Contract; and

Whereas, the Contractor desires to provide the Subscription Service as set forth in this Contract;

Accordingly, the parties agree as follows:

Article 1. Definitions and Exhibits

1.01 The following Capitalized words and expressions or pronouns used in their stead and as used in this Contract shall have the following meanings:

"Amendment" means modifications or changes in this Contract that have been mutually agreed upon by the City and the Contractor in writing and approved by the City Council.

"API" means application programming interface, which is a software intermediary that allows two applications to communicate.

"Associates" means the personnel, employees, consultants, subcontractors, agents, and parent company of the Contractor or of any Subcontractor, now existing or subsequently created, and their agents and employees, and any entities associated, affiliated, or subsidiary to the Contractor or to any subcontractor, now existing or subsequently created, and their agents and employees.

"City" means the City of Detroit, a Michigan Municipal Corporation, acting through the office or department named in the Contract as contracting for the Subscription Service on behalf of the City.

"City Council" means the legislative body of the City.

"Contract" means each of the various provisions and parts of this document, including all attached Exhibits and all Amendments, if any, as executed and approved by the appropriate City departments or offices and by the City Council.

"Contractor" shall mean ShotSpotter, Inc., the party who is contracting with the City by way of this Contract, whether an individual, sole proprietorship, partnership, corporation, or other form of business organization, and its heirs, successors, personnel, agents, employees, representatives, executors, administrators, and assigns and is authorized to do business in the State of Michigan.

"Coverage Area" shall mean the area in square miles within the City of Detroit, Michigan covered by the Subscription Services as set forth in Exhibit A,

"Data" means any and all information, including, but not limited to Personal Information, supplied by the City to the Contractor or collected by the Subscription Service, any of the City's information accessed or used by the Contractor in connection with the Subscription Service or performance of this Contract, including, but not limited to information collected by the Sensors, and any other information uploaded or transmitted to or stored on the Subscription Service by the City.

"Database Schemas" means the structure for the organization of Data within the Subscription Service.

"Data Storage: means to the online electronic secure storage of Data during the Use of the Subscription Service.

"Documentation" means any and all printed or electronic guides and manuals, including sales, marketing and training materials provided by the Contractor for the authorized Use of the Subscription Service.

"DPD" the City's Police Department.

"Exhibit A" is the complete and detailed description of the Subscription Service and Coverage Area, the latter of which may be modified at the request of the City.

"Exhibit B" is the Fee Schedule for this Contract and sets forth the amount of compensation to be paid to the Contractor, including any Reimbursable Expenses.

"Exhibit C" is the Contractor's Statement of Political Contributions and Expenditures.

"Exhibit D" is the Letter of Credit.

"Expert Witness Testimony Services" means the expert witness testimony services to be provided by the Contractor on an as requested basis as described on Exhibit A.

"Go Live" means the date on which the Subscription Services are made available to the City via Insight.

"Insight" means the internet portal to which the City will have access to Reviewed Alerts.

"Letter of Credit" means that certain standby letter of credit dated May 15, 2022, applied for by the Contractor, issued by Umpqua Bank in the amount of Five Million Dollars (\$5,000,000.00) and naming the City as beneficiary, a form of which is attached as Exhibit D.

“PSAP” means the DPD’s call center where emergency calls initiated by any mobile or landline subscriber is terminated.

“Personally Identifiable Information for Public Safety IT” means information which can be used to distinguish or trace an individual’s identity, such as name, social security number, or biometric records, alone or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, or mother’s maiden name. Any FBI CJIS provided data maintained by an agency, including but not limited to, education, financial transactions, medical history, and criminal or employment history may include PII. Please refer to the current Criminal Justice Information Services (CJIS) Security Policy.

"Personal Information" means information which relates to an identified or identifiable individual, and includes any information defined from time to time as “personal information” under applicable state or federal privacy legislation, including Personally Identifiable Information for Public Safety IT.

“Public Servant" means the Mayor, members of City Council, City Clerk, appointive officers, any member of a board, commission or other voting body established by either branch of City government or the City Charter, and any appointee, employee or individual who provides services to the City within or outside of its offices or facilities pursuant to a personal services contract.”

“Purchase Order” means any City purchase order issued in conjunction with this Contract to allow the Contractor to invoice and be paid by the City.

“Records" means all books, ledgers, journals, accounts, documents, and other collected Data in which information is kept regarding the performance of this Contract and the function of the Subscription Service.

"Reimbursable Expenses" means only those costs incurred by the Contractor in the performance of the Subscription Service, such as travel costs and document reproduction costs that are identified in Exhibit B as reimbursable.

“Reviewed Alerts” means the data reviewed by the Contractor’s incident review staff related to gunfire incidents detected by the Subscription Services.

“Sensors” means Contractor’s acoustic sensors that detect gunshot-like sounds and will be installed by Contractor in the Coverage Area.

“Software” means the ShotSpotter® Respond™ Gunshot Detection, Location and Forensic Analysis Service, and software embedded within the Contractor’s Subscription Services including, Reviewed Alerts, ShotSpotter Respond™, ShotSpotter Dispatch™, and ShotSpotter® Insight applications and user interface to which the City will have access under this Contract on a Subscription basis.

“SOC Report” means a data safety and security report developed by the American Institute of Certified Public Accountants which specifies how an organization handles its customers’ data.

“SQL Server” means the relational database management system developed and owned by the Microsoft Corporation for storing and retrieving data as requested by other software applications which may run either on the same computer or on another computer across a network, including the Internet.

"Subcontractor" means any person, firm or corporation, other than employees of the Contractor that contracts with the Contractor, directly or indirectly, to perform in part or assist the Contractor in achieving the objectives of this Contract.

"Subscription" means the period for which the City is authorized to use the Subscription Services, as set forth on Exhibit A.

"Subscription Services" means the Gunshot Detection Services provided by the Contractor's "ShotSpotter Respond Gunshot Detection, Location, and Forensic Analysis Service" and the Software provided to the City by the Contractor on a Subscription basis, including all necessary hardware and software, as more precisely and completely defined in Exhibit A and otherwise pursuant to the terms and conditions of this Contract.

"Unauthorized Acts" shall mean any acts by a City employee, agent or representative that are not set forth in this Contract and have not been approved by City Council as part of this Contract.

"Use" shall mean the ability for the City to login with username and password and access the Subscription Service via the internet and conduct business on the Subscription Service as described in Exhibit A.

"Work Product" shall mean the originals, or copies when originals are unavailable, of all materials prepared by the Contractor under this Contract or in anticipation of this Contract, including but not limited to the Data, Data Schemas, studies, briefs, drawings, maps, models, photographs, files, records, computer printouts, estimates, memoranda, computations, papers, supplies, notes, recordings, and videotapes, whether such materials are reduced to writing, magnetically or optically stored, or kept in some other form. For clarification, Work Product shall not include Contractor's intellectual property.

Article 2. Engagement of Contractor

2.01 By this Contract, the City engages the Contractor, and the Contractor hereby agrees to provide the Subscription Service and the Expert Witness Testimony Services set forth in Exhibit A, in accordance with the terms and conditions contained in this Contract. The City acknowledges that the Contractor's ability to perform its obligations under this Contract are predicated and conditioned upon the City's timely performance of, and compliance with the City's obligations in this Contract.

2.02 The Contractor and the Subscription Service shall perform in a satisfactory manner as shall be determined within the sole and reasonable discretion of the City. In the event that there shall be any dispute between the parties with regard to the extent, character and progress of the Subscription Service to be provided or the quality of performance under this Contract, the interpretation and determination of the City shall govern.

2.03 The Contractor shall confer as necessary and cooperate with the City in order that the implementation of the Subscription Service may proceed in an efficient and satisfactory manner. The Contractor must attend all conferences, consultations and public hearings or appearances deemed necessary by the City to ensure that the Contractor will be able to properly and fully perform the objectives as set forth in this Contract.

2.04 The Subscription Service is subject to the review, approval and acceptance of the City for completeness and fulfillment of the requirements of this Contract. Neither the City's review, approval nor payment for any of the amounts listed on Exhibit B shall be construed to operate as a waiver of any rights under this Contract, and the Contractor shall be and will remain liable in accordance with applicable law

for all damages to the City caused by the Contractor's incorrect performance or nonperformance of the Subscription Service furnished under this Contract.

2.05 The City and the Contractor expressly acknowledge their mutual understanding and agreement that there are no third-party beneficiaries to this Contract and that this Contract shall not be construed to benefit any persons other than the City and the Contractor.

2.06 The City will not directly or indirectly through any third parties attempt to reverse-engineer or de-compile the operation of the Subscription Service in any manner through current or future available technologies, except that the City may perform all authorized acts under the terms of this Contract, including without limitation, modifying the Data.

2.07 In addition to any other rights granted to the City under this Contract or by operation of law, Contractor hereby grants the City a perpetual, royalty free license to Work Product for unlimited use by the City for any lawful purpose. During the term of this Contract the Contractor shall provide the City access to Work Product immediately upon the City's request. Upon its termination of this Contract the Contractor shall deliver or provide immediate access to the City to the Work Product. This covenant shall survive the termination of this Contract.

2.08 The City agrees that the Contractor may use and disclose the "City of Detroit, Michigan" in its marketing material with prior written approval of the City, which will not be unreasonably withheld.

2.09 The City shall be entitled to provide the Contractor with information and feedback concerning the Subscription Service's functional requirements and product definition which are not addressed in Exhibit A and which the Contractor shall consider when formulating the product development roadmap and plans. This co-operative process between Contractor and the City does not create any ownership interest on the part of the City in the products so developed by the Contractor should the Contractor incorporate any of the City's suggestions into the development plan or ultimately into the Subscription Service.

2.10 At the City's request, on March 1, June 1, September 1 and January 1, of each calendar year during the term of this Contract, the Contractor shall provide "Call Center Performance Reports" to the City which shall contain the number of calls for service, the level of urgency of the call and whether the problem was resolved on the call.

2.11 The Contractor will install the Subscription Services in the Coverage Area. The Contractor will host the Subscription Services and may update the functionality and Software of the Subscription Services from time to time at its sole discretion and in accordance with this Contract.

2.12 The Contractor will be responsible for determining the location(s) for installation of the Sensors in the Coverage Area and obtaining permission from the premises owner/property manager/lessee, if any.

2.13 The Sensors may use wired, wireless, or cellular wireless communications which necessitates the existence of a real-time data communications channel from each Sensor to the Contractor's 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 the Contractor to provide the Subscription Services. In such circumstances the Contractor will use commercially reasonable efforts to obtain alternate wired or wireless cellular communications or adjust the coverage area as necessary. In the event the Contractor is unable to do so, the Contractor will

terminate the Subscription Services and refund a pro-rata portion of the annual Subscription fee to the City.

2.14 The Contractor will provide the City with user Documentation, online help, online training presentation, and online training sessions as described on Exhibit A.

2.15 The Contractor will provide reasonable efforts to respond via email to requests for support relating to incident classification within eight (8) hours of the request.

2.16 During the term of this Contract, the Contractor will provide real-time gunfire analysis and alert services. After an explosive (or impulsive) sound triggers enough of the Sensors that an incident is detected and located, audio from the incident is sent to the Subscription Services' ShotSpotter Incident Review Center (IRC) via secure, high-speed network connections for real-time qualification. Within seconds, a Contractor professional reviewer analyzes audio data and recordings to confirm gunfire or explosions. The qualified alert is then sent directly to the City's dispatch center, PSAP, mobile/patrol officers, and any other relevant safety or security personnel, as determined by the City. The IRC will review gunfire incidents as further defined in the Contractor's service level agreements set forth in Exhibit A.

2.17 The Subscription Services provided under this Contract shall include (i) the City's access to the Reviewed Alerts delivered via the Insight password-protected internet portal and user interface supplied by the Contractor; (ii) the City's access to historical Reviewed Alerts and incident information via the Software; and (iii) other services as specified in this on Exhibit A.

2.18 The Contractor will assist the City in initially setting up passwords and usernames for the City's employees, agents, or representatives to whom the City designates access to the Subscription Services ("Authorized Users"). Thereafter, the City shall be responsible for assigning passwords and usernames for its Authorized Users. The City shall be responsible for maintaining the confidentiality and use of the City's password and usernames and shall not allow passwords and/or usernames to be shared by Authorized Users; nor shall the City permit any unauthorized users to access the Subscription Services.

2.19 The Contractor shall comply with all applicable laws, rules and regulations relating to the Subscription Services provided hereunder.

Article 3. License

3.01 In consideration for and subject to the payment of the annual Subscription fees as set forth in Exhibit B, the Contractor hereby grants the City a non-transferrable, non-exclusive and terminable license ("License") to use the Subscription Services as set forth in this Article 3.

3.02 The City shall have the unrestricted right to download, make copies of, distribute, and use the Subscription Services reports and other information generated by the Subscription Services within its own organization, exclusively for its own internal purposes, and for purposes of detecting and locating gunfire, routine archival recordkeeping, evidence preservation, and investigative, or evidentiary, and prosecutorial purposes.

3.03 The City shall not provide to, license the use of, or sell any of the reports or other information generated by the Subscription Services to any third parties, provided however, the City may use such information and reports generated by the Subscription Services to collaborate with other law enforcement agencies for the purposes of investigating and prosecuting crime detected by the Subscription Services.

3.04 License and Restrictions. The Subscription Services and the Software is the proprietary product of the Contractor, licensed to the City on a Subscription basis. The Software may incorporate components supplied to the Contractor under license by third party suppliers, and may be protected by United States patent, trade secret, copyright law and international treaty provisions. All such rights in and to the Software and Subscription Services any part thereof are the property of the Contractor or, if applicable, its suppliers. All right and title to the Contractor's computer programs, including, but not limited to related documentation, technology, know-how and processes embodied in or made available to the City in connection with the Subscription Services, patent rights, copyrights, trade secret rights, trademarks, and services marks remain with the Contractor. The City may not make any copies of the written materials or Documentation that accompany any component of the Software, or use them, or any other information concerning the Subscription Services that the Contractor has designated as confidential, for any purpose other than bona fide use of the Subscription Services or Software in accordance with the terms of this Contract, nor allow anyone else to do so. Except as otherwise provided in this Contract, the City shall not: (i) modify, adapt, alter, translate, copy, perform, or display (publicly or otherwise) or create compilations, derivative, new, or other works based, in whole or in part, on the Software, or on the Subscription Services; (ii) merge, combine, integrate, or bundle the Software, in whole or in part, with other software, hardware, data, devices, systems, technologies, products, services, functions, or capabilities; (iii) transfer, distribute, make available the Subscription Services, or Software to any person other than employees of the City; or (iv) sell, resell, sublicense, lease, rent, or loan the Subscription Services or Software, in whole or in part. No component of the Subscription Services, or Software may be used to operate a service bureau, rental or time-sharing arrangement.

3.05 Restrictions of Contractor's Use of Data.

Contractor shall have the right to use the Data, excluding any Personal Information, for internal research or product development. Contractor may provide the Data on an aggregated basis to third parties (excluding press or media, or insurance carriers) to be used for research or analytical purposes, or for law enforcement and/or security purposes, subject to the City's prior written consent as provided below.

Contractor may not and will not release or disseminate to any person or entity any Data, for any purpose, including, but not limited or related to or consisting of specific forensic or law enforcement sensitive incident information pertaining to any active inquiry, investigation, or prosecution, unless in response to a valid order or subpoena issued by a court or other governmental body, or as otherwise required by law. Contractor shall receive the written consent from the City prior to any release of the Data; provided however, the Contractor shall simply notify the City of its release of any Data pursuant to a court order or subpoena.

Contractor may not and will not release, sell, license, or otherwise distribute the Data to the press or media or any other entity, without the prior express written consent of an authorized representative of the City, which consent shall not be unreasonably withheld.

Within sixty (60) days of the termination of this Contract, the Contractor will delete all user account

information and will use commercially reasonable efforts to delete all Data; and the Contractor will deactivate the Sensors installed in the Coverage Area, rendering the Sensors permanently inoperable. The Contractor will certify in writing to the City that all Sensors have been deactivated and will remain deactivated.

The requirements set forth in this Section 3.05 shall survive the termination of this Contract.

3.06 Nothing in this Contract shall be construed as granting any ownership right or title to the Software the Subscription Services or any component thereof, or any other intellectual property of the Contractor or its suppliers to the City.

3.07 The City shall not alter, remove or obscure any copyright, patent, trademarks, confidential, proprietary, or restrictive notices or markings on any component of the Subscription Services, Software or any Documentation.

3.08 The City acknowledges that the Subscription Services have been determined by the United States Department of State to be a controlled commodity, software and/or technology subject to the United States Export Administration Regulations of the U.S. Department of Commerce. The City is specifically prohibited from the export, or re-export, transfer, consignment, shipment, delivery, downloading, uploading, or transmitting in any form, any Software, Documentation, or any component thereof or underlying information or technology related thereto to any third party, government, or country for any end uses except in strict compliance with applicable U.S. export controls laws, and only with the express prior written agreement of the Contractor. In the event that such written agreement is provided, the City shall be responsible for complying with all applicable export laws and regulations of the United States and destination country, including, but not limited to the United States Export Administration Regulations of the U.S. Department of Commerce, including the sanctions laws administered by the U.S. Department of Treasury, Office of Foreign Assets Control (OFAC), the U.S. Anti-Boycott regulations. In this respect, no resale, transfer, or re-export of any components of the Subscription Services exported to the City 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. The City agrees not to export, re-export or engage in any "deemed export," or to transfer or deliver, or to disclose or furnish, to any foreign (non- U.S.) government, foreign (non- U.S.) person or third party, or to any U.S. person or entity, any of the Subscription Services' components, Software, 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. The City shall bear all expenses relating to any necessary registrations, licenses or approvals.

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

3.10 Upon reasonable notice to the City, the Contractor reserves the right at its discretion to modify, temporarily or permanently, the Subscription Services (or any part thereof). In the event that the Contractor modifies the Subscription Services in a manner which removes or disables a feature or

functionality on which the City materially relies, at the City's request, the Contractor shall use commercially reasonable efforts to restore such functionality to the City. In the event that the Contractor is unable to substantially restore such functionality, the City shall have the right to terminate this Contract and receive a pro-rata refund of the annual Subscription Services fees paid under the Contract for the Subscription term in which this Contract is terminated.

3.11 No Use by Third Parties. Use by anyone other than the City of the Subscription Services and Documentation, is prohibited, unless pursuant to a valid assignment of this Contract as set forth in Article 13 of this Contract.

3.12 The City shall not permit any alteration, modification, substitution, or supplementation of the Subscription Services or web portal, or the combining, connection, merging, bundling, or integration of the Subscription Services or web portal into or with any other system, equipment, hardware, software, technology, function, or capability, without the Contractor's express prior written consent, which consent shall not be unreasonably withheld.

3.13 Unless otherwise expressly agreed in advance in writing by the Contractor, the City shall not authorize or appoint any contractors, subcontractors, original equipment manufacturers, value added integrators, systems integrators, or other third parties to operate, or have access to any part of the Subscription Services.

3.14 In order to use the Subscription Services, the City must have and maintain access to the World Wide Web to enable a secure https connection from the City's workstation(s) to Subscription Services, either directly or through devices that access Web-based content. The City must also provide all equipment necessary to make and maintain network connections such as Internet connections

3.15 The Contractor will assist the City in initially setting up passwords and usernames for the City's employees, agents, or representatives to whom the City designates access to the Subscription Services ("Authorized Users"). Thereafter, the City shall be responsible for assigning passwords and usernames for its Authorized Users. The City shall be responsible for maintaining the confidentiality and use of the City's password and usernames and shall not allow passwords and/or usernames to be shared by Authorized Users; nor shall the City permit any unauthorized users to access the Subscription Services.

The City shall not directly, or indirectly through any third parties engaged by the City, disassemble, decompile, or otherwise reverse engineer or attempt to reconstruct, derive, or discover any source code, underlying ideas, algorithms, formulae, routines, file formats, data structures, programming, routines, interoperability interfaces, drawings, or plans from the Software, or any data or information created, compiled, displayed, or accessible through the Subscription Services, in whole or in part.

3.16 The provisions of this Article 3 shall survive the termination or rescission of this Contract.

Article 4. Contractor's Representations and Warranties

4.01 To induce the City to enter into this Contract, the Contractor represents and warrants that the Contractor is authorized to do business in the State of Michigan and is duly qualified to provide the Subscription Service as set forth in this Contract, and that the execution of this Contract is within the Contractor's authorized powers, is not in contravention of federal, state or local law, and will not cause a breach of any other contract to which the Contractor is a party.

4.02 The Contractor makes the following representations and warranties specifically in connection with the Subscription Service:

(a) The Subscription Service shall perform according to the specifications and representations set forth in Exhibit A and according to any other specifications and representations, including any Documentation, provided by the Contractor to the City;

(b) The Contractor has the full and unencumbered rights and powers to grant the City access to and permission to Use the Subscription Services, including all upgrades, updates, improvements, modifications, enhancements or customizations, and including any third-party components and platforms embedded in the Subscription Services, and the rights granted herein will not violate the terms of any of its agreements with any third party;

(c) The Contractor's execution, delivery, and performance of this Contract will not constitute a violation of any judgment, order or decree, a default under any agreement by which it or any of its assets are bound or an event that would, with notice or lapse of time, constitute such a default;

(d) The Subscription Service and Software is free of any software, programs or routines, commonly known as "disabling code," that are designed to cause the Subscription Service to be destroyed, damaged, or otherwise made inoperable in the course of the City's Use of the Subscription Service, or any viruses, spyware, or malware;

(e) The Subscription Services and the Software are free of any known or reasonably discoverable computer program, code or set of instructions, commonly known as a "computer virus," that is not designed to be a part of the Subscription Services and that, when inserted into the computer's memory: (i) duplicates all or part of itself without specific user instructions to do so, or (ii) erases, alters or renders unusable any data or the Subscription Services, with or without specific user instructions to do so, or (iii) that provide unauthorized access to the Subscription Services;

(f) The Subscription Service is free of any spyware and malware;

(g) The Subscription Service shall be fully warranted for repair or replacement during the term of this Contract as amended or extended.

(h) The Subscription Service shall:

(1) Accurately recognize and process all time and date Data including, but not limited to, daylight savings time and leap year Data, and

(2) Use accurate same-century, multi-century, and similar date value formulas in its calculations, and use date Data interface values that accurately reflect the correct time, date and century.

(i) All Data shall be and remain the sole and exclusive property of the City. Contractor shall treat all Data as confidential information. Except as set forth in Article 3, the Contractor will be provided access to the Data for the sole and exclusive purpose of performing its obligations under this Contract. Contractor is prohibited from disclosing any Data to any third party without specific written approval from the City, except as set forth in Article 3, Section 3.05. Contractor will have

no property interest in, and may assert no lien on or right to withhold Data from the City.

(j) The Contractor has developed an Information Security Policy based on National Institute of Standards and System (NIST) 800-53 which has been adopted by the Contractor's Board of Directors. Upon request from the City, Contractor agrees to provide a limited access link to enable necessary City personnel to view the Information Security Policy.

(k) For each calendar year during the term of this Contract, Contractor agrees to provide upon request, and at no cost, to the City, a limited access link to enable necessary City personnel to view the Contractor's most recent SOC Type 2 audit report containing a detailed description of how the Contractor is managing the Data, including how Data is kept secure from unauthorized use and how it is securely processed.

(l) The Contractor will allow the City to perform audits of the Contractor's compliance with the Contractor's Information Security Policy. Any such audit shall be conducted by a mutually agreed upon third party, at City's expense, and following no less than ninety (90) days prior written notice.

(m) The Subscription Services, the City's access to the Subscription Services, the City's Use of the Subscription Services or the Documentation, and the Contractor's performance of this Contract do not and will not conflict with, infringe upon or violate, the intellectual property rights of any other person or legal entity. In the event of a third-party claim of infringement by the Subscription Services, Contractor will defend and indemnify the City in accordance with the provisions set forth in Article 10, section 10.03.

(n) The Subscription Service, the City's access to the Subscription Service, the City's Use of the Subscription Service or the Documentation, and the Contractor's performance of this Contract are not alleged by any person to conflict with, infringe upon or violate, the intellectual property rights of any other person or legal entity.

(o) There are no existing or threatened legal proceedings brought against the Contractor in respect of the Subscription Services, the Documentation, or the Contractor's right to grant others the right to access and use the Subscription Services, or the Documentation. Should the Contractor become aware of any such conflict, infringement or violation or potential conflict, infringement or violation, the Contractor will notify the City immediately.

(p) The Documentation is complete and will allow the City to access and use the Subscription Service.

(q) The Contractor will meet the following Data-related system requirements:

i. As defined in Exhibit A, the City shall be able to receive gunfire incident Data, associated metadata, and reasonably granular subsets thereof, as well as any associated files or attachments, from the Subscription Service in a useable, encrypted format.

ii. As defined in Exhibit A, the City shall be able to access any Data in a machine-readable format.

iii. The Contractor shall not enforce or implement any restriction on the City's access or use of the Data.

iv. Upon termination of this Contract, the Contractor shall delete all City user account information.

v. During the term of this Contract, the Contractor has and shall have the ability to retain gunfire incident Data in a manner that is searchable and capable of compliance with applicable records retention laws and best practices.

vi. At no time may Contractor suspend or terminate City's access to any Data or the Subscription Services for breach of contract without giving the City at least thirty (30) days' notice and opportunity to cure according to the City's dispute resolution process.

4.03 The Subscription Services are not designed, sold, or intended to be used to detect, intercept, transmit, or record oral or other communications of any kind. The Contractor cannot control how the Subscription Services are used, and, accordingly, other than the City's Use in accordance with the Documentation and this Contract, the Contractor does not warrant or represent, expressly or implicitly, that any other use of the Subscription Services will comply or conform to the requirements of federal, state, or local statutes, ordinances, and laws, or that any other use of the Subscription Services will not violate the privacy rights of third parties. The City hereby agrees that it will Use the Subscription Services in full compliance with this Contract, including the Documentation.

4.04 The Contractor does not warrant or represent, expressly or implicitly, that the Software or Subscription Services or its use will: result in the prevention of crime, apprehension or conviction of any perpetrator of any crime, or detection of any criminal; prevent any loss, death, injury, or damage to property due to the discharge of a firearm or other weapon; in all cases result in a Reviewed Alert for all firearm discharges within the designated coverage area; or that the Contractor-supplied network will remain in operation at all times or under all conditions.

4.05 The Contractor 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 the City as a result of or in reliance on, in whole or in part, any Subscription Services or Reviewed Alerts provided by the Subscription Services, 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 City to determine appropriate decisions, actions, reactions, or responses, including whether or not to dispatch emergency responder resources.

4.06 The Parties acknowledge and agree that the Subscription Services is not a consumer good and is not intended for sale to or use by or for personal, family, or household use.

4.07 Except as expressly set forth in this Article 4, the Contractor makes and the City receives no other warranties, express or implied, including without limitation any warranties of quality, suitability, merchantability or fitness for a particular purpose.

Article 5. Contract Effective Date and Time of Performance

5.01 This Contract shall be approved by the required City departments, approved by the City Council, and signed by the City's Chief Procurement Officer. The effective date of this Contract shall be the date upon which the Contract has been approved by resolution of the City Council. This Contract shall terminate on June 30, 2026, unless extended at the option of the City as described on Exhibit A.

5.02 Prior to the approvals set forth in Section 5.01, the Contractor shall have no authority to begin work on this Contract. The Chief Financial Officer shall not authorize any payments to the Contractor, nor shall the City incur any liability to pay for the Subscription Service or to reimburse the Contractor for any expenditure, prior to such award and approvals.

5.03 The City and the Contractor agree that the commencement and duration of the Contractor's performance under this Contract shall be determined as set forth in Exhibit A.

5.04 The City and the Contractor agree that the City shall have the right to extend the term of this Contract on the terms and conditions contained herein, as set forth in more detail on Exhibit A.

Article 6. Records, Work Products, Data and City's Obligations

6.01 In order to use the Subscription Services, the City must have and maintain access to the World Wide Web to enable a secure https connection from the City's workstation(s) to Subscription Services, either directly or through devices that access Web-based content. The City must also provide all equipment necessary to make and maintain network connections such as Internet connections.

6.02 The City agrees to use reasonable efforts to timely perform and comply with all of the City's obligations under this Contract, including providing assistance to the Contractor, as needed in obtaining premise permissions for installation of the Sensors.

6.03 As further defined in Article 2, section 2.18, the City shall have the ongoing responsibility for assigning passwords and usernames for its Authorized Users and maintaining the confidentiality and use of the City's password and user names.

6.04 The City shall comply with all applicable laws, rules and regulations relating to the goods and services provided hereunder.

6.05 Copies of all Records and Work Products as are existing, available, and deemed necessary by the City for the performance of the Subscription Services and this Contract shall be furnished to the City upon the City's request.

6.06 The City may retrieve Data from the Subscription Services at any time during the term of this Contract using the download capabilities provided by the Software associated with the Subscription Services. Except as expressly set forth in Article 3, the Contractor shall not access, use, disclose, sell, rent, transfer or copy the Data for any purpose without the express prior written permission of the City.

Article 7. Contractor Personnel and Contract Administration

7.01 The Contractor represents that, at its own expense, it has obtained or will obtain all personnel and equipment required to provide the Subscription Service. It warrants that all such personnel are qualified and possess the requisite licenses or other such legal qualifications to perform the activities necessary for the Contractor to deliver the Subscription Service and for the Subscription Service to function as described on Exhibit A. If requested, the Contractor shall supply a résumé of the managerial staff or consultants it proposes to assign to this Contract, as well as a dossier on the Contractor's professional activities and major undertakings.

7.02 If, in the City's reasonable judgment, the assigned Contractor project manager is not adequately performing the services related to implementation of the Subscription Services, the City may request a replacement. The Contractor shall not replace the project manager working on this Contract without the prior written consent of the City, except in the event of illness, or termination of employment. In either event, Contractor shall have a reasonable timeframe to assign a replacement project manager.

7.03 When the City deems it reasonable to do so, it may assign qualified City employees or others to work with the Contractor to complete the Subscription Service. Nevertheless, it is expressly understood and agreed by the parties that the Contractor shall remain ultimately responsible for the proper completion of the Subscription Service.

7.04 The relationship of the Contractor to the City is and shall continue to be that of an independent contractor and no liability or benefits, such as workers' compensation, pension rights or liabilities, insurance rights or liabilities, or other rights or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to either party or either party's agent, Subcontractor or employee as a result of the performance of this Contract. No relationship other than that of independent contractor shall be implied between the parties or between either party's agents, employees or Subcontractors. The Contractor agrees to indemnify, defend, and hold the City harmless against any claim based in whole or in part on an allegation that the Contractor or any of its Associates qualify as employees of the City, and any related costs or expenses, including but not limited to legal fees and defense costs.

7.05 The Contractor warrants and represents that all persons assigned to the performance of this Contract shall be regular employees or independent contractors of the Contractor, unless otherwise authorized by the City. The Contractor's employees' daily working hours while working in or about a City of Detroit facility shall be the same as those worked by City employees working in the facility, unless otherwise directed by the City.

7.06 The Contractor shall comply with and shall require its Associates to comply with all security regulations and procedures in effect on the City's premises.

Article 8. Compensation and Security

8.01 Compensation for Subscription Service provided shall be in the amounts and will be paid in the manner set forth in Exhibit B. Unless this Contract is amended pursuant to Article 19, the amount described on Exhibit B shall be the entire compensation to which the Contractor is entitled for the Subscription Service under this Contract.

8.02 Payment for Subscription Service provided under this Contract is also governed by the terms of

Ordinance No. 42-98, entitled "Prompt Payment of Vendors," being Sections 17-5-281 through 17-5-288 of the 2019 Detroit City Code.

The City employee responsible for accepting performance and payment requests under this Contract is:

Art Thompson
City of Detroit
Chief Information Officer
1301 Third Street
Detroit, Michigan 48226
Art.Thompson@detroitmi.gov

The City employee from whom payment should be requested is:

Art Thompson
City of Detroit
Chief Information Officer
1301 Third Street
Detroit, Michigan 48226
Art.Thompson@detroitmi.gov

Article 9. Maintenance and Audit of Records

9.01 Contractor shall maintain full and complete Records reflecting all operations related to this Contract. The Records shall be subject to inspection, review, and audit by the City and any government-grantor agency. Such Records shall be maintained in accordance with generally accepted accounting and internal controls, and all federal, state, and local accounting principles and governmental accounting and financial reporting standards. All Records must be maintained for no less than five (5) years after the termination of this Contract.

9.02 The City and any government-grantor agency providing funding under this Contract shall have the right at any time with 10 days' notice to examine and audit all Records and other supporting data of the Contractor as the City or any agency deems necessary.

(a) The Contractor shall make all Records available for examination during normal business hours at its Detroit offices, if any, or alternatively at its facility nearest Detroit. The City and any government-grantor agency providing funds for the Contract shall have this right of inspection. The Contractor shall provide copies of all Records to the City or to any such government-grantor agency upon request.

(b) If in the course of such inspection the representative of the City or of another government-grantor agency should note any deficiencies in the performance of the Contractor's agreed upon performance or record-keeping practices, such deficiencies will be reported to the Contractor in writing. The Contractor agrees to promptly remedy and correct any such reported deficiencies within ten (10) days of notification.

(c) Any costs disallowed as a result of an audit of the Records shall be repaid to the City by the Contractor within thirty (30) days of notification or may be set off by the City against any funds due and owing the Contractor, provided, however, that the Contractor shall remain liable

for any disallowed costs exceeding the amount of the setoff.

(d) Each party shall pay its own audit costs. However, if the dollar amount of the total disallowed costs, if any, exceeds three percent (3%) of the dollar amount of this Contract, the Contractor shall pay the City's audit costs.

(e) Nothing contained in this Contract shall be construed or permitted to operate as any restriction upon the powers granted to the Auditor General by the City Charter, including but not limited to the powers to audit all accounts chargeable against the City and to settle disputed claims.

9.03 The Contractor agrees to include the covenants contained in Sections 9.01 and 9.02 in any contract it has with any Subcontractor, consultant or agent who will be charged directly or indirectly to the City for anything related to the Subscription Service.

Article 10. Indemnity

10.01 The Contractor agrees to indemnify, defend, and hold the City harmless against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges, losses and expenses (including, without limitation, fees and expenses for attorneys, expert witnesses and other consultants) that may be imposed upon, incurred by, or asserted against the City or its departments, officers, employees, or agents by reason of any of the following occurring during the term of this Contract:

(a) Any claim arising out of or in connection with the Contractor's or any of its Associates performance under this Contract to the extent of the gross negligence, or tortious act, error, or omission attributable in whole or in part to the Contractor or any of its Associates;

(b) Any material breach of any of the warranties and representations made by the Contractor in Article 4 of this Contract.

(c) Any and all injury to the person or property of an employee of the City where such injury arises out of the Contractor's or any of its Associates performance of this Contract.

10.02 The Contractor undertakes and assumes all risk of dangerous conditions when not performing inside City offices. The Contractor also agrees to waive and release any claim or liability against the City for personal injury or property damage sustained by it or its Associates while performing under this Contract on premises that are not owned by the City.

10.03 In addition, the Contractor will, at its expense, defend and indemnify the City 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 City by a third party unrelated to the City, in which such third party asserts a claim that the Subscription Services and/or Software, when used by the City in accordance with this Contract and the Documentation, infringes any United States patent which was issued by the U.S. Patent and Trademark Office, or United States copyright which was registered by the U.S. Copyright Office, as of the effective date of the City's to License (collectively "Action"), provided that the City provides the Contractor with reasonably prompt notice of any such Action, or circumstances of which the City becomes aware that could reasonably be expected to lead to such Action including but not limited to any cease and desist demands or warnings, and further

provided that the City cooperates with the Contractor and its defense counsel in the investigation and defense of such Action.

- (a) Section 10.03 shall not apply and the Contractor shall have no obligation to defend and indemnify the City in the event the City or a third party modifies, alters, substitutes, or supplements any of the Subscription Services, or Software, or to the extent that the claim of infringement arises from or relates to the integration, bundling, merger, or combination of any of the same with other hardware, software, systems, technologies, or components, functions, capabilities, or applications not licensed by the Contractor as part of the Subscription Services, nor shall it apply to the extent that the claim of infringement arises from or relates to meeting or conforming to any instruction, design, direction, or specification furnished by the City, nor to the extent that the Subscription Services or Software are used for or in connection with any purpose, application, or function other than detecting and locating gunshots exclusively through acoustic means. For the purpose of clarification, it is understood that Section 10.03 shall apply to any integration, bundling, merger, or combination described on Exhibit A as part of the City's Use of Subscription Services licensed herein.
- (b) If, in the Contractor's opinion, the Subscription Services, or Software may, or is likely to become, the subject of such a suit or action, does become the subject of a claim asserted against the City in a lawsuit which the Contractor is or may be obliged to defend under this Section 10.03, or is determined to infringe the foregoing patents or copyrights of another in a final, non-appealable judgment subject to the Contractor's obligations under this section, then the Contractor may in full and final satisfaction of any and all of its obligations under this section, at its option: (1) procure for the City the right to continue using the affected Subscription Services or Software, (2) modify or replace such Subscription Services or Software to make it or them non-infringing, or (3) refund to the City a pro-rata portion of the annual Subscription fees paid for the Subscription Services for the term in which this Contract is terminated.
- (c) **This Section 10.03 states the entire liability of the Contractor and is the City's exclusive remedy for or relating to infringement or claims or allegations of infringement of any patent, copyright, or other intellectual property rights in or to the Subscription Services, its components, and Software.**

10.04 In the event any action shall be brought against the City by reason of any claim covered under this Article 10, the Contractor, upon notice from the City, shall at its sole cost and expense defend the same; provided however, the Contractor 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. The City may participate in the defense of such action at its own expense. The Contractor acknowledges that any settlement involving the City must be approved by the City Council prior to the effectiveness of any such settlement.

10.05 The Contractor agrees that it is the Contractor's responsibility and not the responsibility of the City to safeguard the property that the Contractor or its Associates use while performing this Contract. Further, the Contractor agrees to hold the City harmless for any loss of such property used by any such person pursuant to the Contractor's performance under this Contract.

10.06 The indemnification obligation under this Article 10 shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable under workers' compensation acts, other employee benefit acts, any insurance policies or letters of credit listed in Article 11.

10.07 The Contractor agrees that this Article 10 shall apply to all claims, whether litigated or not, that may occur or arise between the Contractor or its Associates and the City and agrees to indemnify, defend and hold the City harmless against any such claims.

10.08 The Contractor shall not be required to indemnify the City for any claims or actions caused to the extent of the negligence or wrongful act of the City, its employees, agents, or contractors. Notwithstanding the foregoing, if a claim, lawsuit, or liability results from or is contributed to by the actions or omissions of the City, or its employees, agents, or contractors, the Contractor's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

10.09 Notwithstanding anything to the contrary in the foregoing sections, except for its intellectual property infringement obligations set forth in Section 10.03, Contractor's cumulative liability for all losses, claims, suits, controversies, breaches or damages for any cause whatsoever arising out of or related to this Contract, whether in contract, tort, by way of indemnification or under statute, and regardless of the form of action or legal theory shall not exceed (i) TEN MILLION DOLLARS (\$10,000,000) for the annual subscription period in which the claim arises; or (ii) the amount of insurance maintained by the Contractor 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.

10.10 In no event shall either party, or any of its Associates, affiliates or any of its/their respective directors, officers, members, attorneys, employees, or agents, be liable to the other party under any legal or equitable theory or claim, for lost profits, lost revenues, lost business opportunities, exemplary, punitive, special, indirect, incidental, or consequential damages, each of which is hereby excluded by this Contract, regardless of whether such damages were foreseeable or whether any party or any entity has been advised of the possibility of such damages.

Article 11. Insurance

11.01 During the term of this Contract, the Contractor shall maintain the following insurance, at a minimum and at its expense:

(a) General liability insurance insuring the Contractor's obligations and responsibilities with respect to the performance of Subscription Service as set out in this Contract. The policy will be extended to include bodily injury and property damage, products and completed operations, and contractual liability to a limit of no less than two million dollars (\$2,000,000) per occurrence. Coverage limits may be met through a combination of the Contractor's primary policy and umbrella policy. The policy will include a cross liability and severability of interest clause and be endorsed to name the City as an additional insured;

(b) Non-owned automobile insurance to a limit of no less than one million dollars (\$1,000,000);

(c) If applicable, automobile insurance (OAP1) for both owned and leased vehicles with inclusive limits of no less than one million dollars (\$1,000,000); and

(d) Errors and omissions (E&O) liability insurance insuring the Contractor to a limit of no less than one million dollars (\$1,000,000) per claim and five million dollars (\$5,000,000) in the aggregate. In lieu of the E&O policy required by this Section 11.02 (d) the Contractor has provided the City with the Letter of Credit. In the event, the Letter of Credit is terminated for any reason prior to the termination of this Contract, the Contractor shall promptly provide a replacement letter of credit of equivalent value, or secure the E&O policy required by this Section 11.01 (d). In the event that the Letter of Credit is terminated, and the Contractor fails to provide either a replacement letter of credit or secure the E&O policy required by this Section 11.01 (d), such failure shall be deemed a breach of this Contract and the City may, among its other remedies, terminate this Contract. The coverage under the policy will be maintained continuously during the Term of this Contract and for an additional two (2) years after the termination or expiration of this Contract and will cover insurable losses arising out of or in association with an error or omission in the rendering of or failure to complete and provide the Subscription Service as set out in this Contract. Coverage under the policy will respond to, but not be limited to the following occurrences:

i. Privacy breach and violations as a result of but not limited to unauthorized access to or wrongful disclosure or dissemination of private information, failure to properly handle, manage, store, destroy or control personal information and include the failure to comply with privacy laws, and their respective regulations regarding the collection, access, transmission, use, and accuracy. Coverage will extend to include the costs associated with notification of affected parties, regardless if required by statute as well as any fines or penalties or costs imposed as a result of the breach including defense of any regulatory action involving a breach of privacy;

ii. Network security incidents arising from Subscription Service security failures such as, but not limited to, unauthorized access, theft or destruction of Data, electronic security breaches, denial of service, spread of virus within the Contractor's computer network, the Subscription Service or other third party computer information systems and will further include expenses related to third party computer forensics;

iii. Privacy breach expenses including crisis management related to electronic and non-electronic breaches;

(e) The Contractor will maintain coverage for damages resulting from the dishonest or criminal acts committed by an employee of the Contractor.

(f) If coverage is to be cancelled or non-renewed for any reason, the Contractor shall provide the City with thirty (30) day notice of said cancellation or non-renewal. The City may request an Extended Reporting Endorsement be purchased by the Contractor at the Contractor's expense. The term of the Extended Reporting Endorsement will be decided by the City and the Contractor.

(g) The Contractor shall ensure that all policies of insurance will be written with an insurer properly licensed to do business; and be non-contributing with and will apply only as primary and not excess to any other insurance or self-insurance available to the City.

(h) The Contractor shall be responsible for payment of all deductibles contained in any insurance required under this Contract.

(i) the Contractor shall deliver to the City certificates of insurance evidencing renewal or replacement of policies required under this Contract prior to the expiration or replacement of the current policies without demand by the City.

(j) If the Contractor fails to maintain in force any insurance required to be maintained by it hereunder, then the City, without prejudice to any of its other remedies, may obtain such insurance on behalf of and at the cost of the Contractor.

(k) The Contractor and its Associates and insurer(s) hereby release the City from any and all liability or responsibility, including anyone claiming through or under them, by way of subrogation or otherwise for any loss or damage which the Contractor may sustain incidental to or in any way related to the Contractor's obligations under this Contract.

11.02 Each such policy shall contain the following cross-liability wording: "In the event of a claim being made hereunder by one insured for which another insured is or may be liable, then this policy shall cover such insured against whom a claim is or may be made in the same manner as if separate policies had been issued to each insured hereunder."

11.03 All insurance required by this Contract shall be written on an occurrence-based policy form, if the same is commercially available. Cyber liability may be provided on a claims made basis.

11.04 All insurance policies shall name the Contractor as the insured and the commercial general liability and auto policies shall name the City as an additional insured. Certificates of insurance evidencing the coverage required by this Article 11 shall, in a form acceptable to the City, be submitted to the City prior to the commencement of the Subscription Service and annually prior to the expiration dates of expiring policies. In the event the Contractor receives notice of policy cancellation, the Contractor shall immediately notify the City in writing.

11.05 If part of this Contract is subcontracted, the Contractor shall require each Subcontractor to effect and maintain the types and limits of insurance set forth in this Article 11 and shall require documentation of same, copies of which documentation shall be promptly furnished the City.

11.06 The provisions requiring the Contractor to carry the insurance required under this Article 11 shall not be construed in any manner as waiving or restricting the liability of the Contractor under this Contract.

Article 12. Default and Termination

12.01 This Contract shall remain in full force and effect until the end of its term unless otherwise terminated for cause or convenience according to the provisions of this Article 12. For any covenant or obligation that survives the term of this Contract, all related provisions of this Contract shall survive to the extent necessary to enforce that covenant or obligation.

12.02 The City reserves the right to terminate this Contract for cause. Cause is an event of default.

(a) An event of default shall occur if there is a material breach of this Contract, and shall include the following:

- (i) The Contractor fails to provide the Subscription Services in accordance with the

terms of this Contract;

- (ii) The Contractor assigns, transfers, conveys or otherwise disposes of this Contract in whole or in part without prior approval of the City;
- (iii) Any City officer or employee acquires an interest in this Contract so as to create a conflict of interest; and
- (iv) The Contractor is in material breach of any of the provisions of this Contract, or disregards applicable laws, ordinances, permits, licenses, instructions or orders of the City.

(b) If the City finds an event of default has occurred, the City may issue a Notice of Termination for Cause setting forth the grounds for terminating the Contract. Upon receiving a Notice of Termination for Cause, the Contractor shall have thirty (30) business days within which to cure such default. If the default is cured within said thirty (30) business day period, the right of termination for such default shall cease. If the default is not cured to the satisfaction of the City, this Contract shall terminate on the tenth calendar day after the Contractor's receipt of the Notice of Termination for Cause, unless the City, in writing, gives the Contractor additional time to cure the default. If the default is not cured to the satisfaction of the City, this Contract shall terminate on the tenth calendar day after the Contractor's receipt of the Notice of Termination for Cause, unless the City, in writing, gives the Contractor additional time to cure the default. If the default is not susceptible to cure within such thirty (30) day period, the City may agree to an extended cure period. If the default is not cured to the satisfaction of the City within the additional time allowed for cure, this Contract shall terminate for cause at the end of the extended cure period. The City shall have no obligation to pay Contractor for any of its Subscription Services performed during an extended cure period.

(c) If, after issuing a Notice of Termination for Cause, the City determines that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued as a Notice of Termination for Convenience.

12.03 In the event that either party is in material breach of any terms or conditions of this Contract, the non-breaching party may terminate this Contract upon thirty (30) days' prior written notice to the other party, provided that the breaching party has not cured the alleged breach within said thirty (30) day period, or extended timeframe as may be agreed to by the parties. In the event of a breach of Contractor's intellectual property rights, Contractor at its sole discretion may terminate this Contract immediately upon thirty (30) days' written notice to the City.

12.04 Each party's remedies outlined in this Article 12 shall be in addition to any and all other legal or equitable remedies permissible.

12.05 Either Party has the right to terminate this Contract in the event that the other is adjudicated bankrupt or insolvent or a trustee or a debtor-in-possession is appointed over any party's property. Each party retains all of the other termination rights set forth elsewhere in this Contract during the period of any proceedings under the Bankruptcy Code of the United States.

12.06 The Contractor must immediately inform the City of material changes in its operation, ownership or financial condition. Material changes include, but are not limited to:

- (a) Reduction or change in staffing assigned to the Contract.
- (b) Decrease in, or cancellation of, insurance coverage.
- (c) Delinquent payment, or nonpayment, of tax obligations.
- (d) Delinquent payment, or nonpayment, of payroll obligations.
- (e) Delinquent funding, or nonfunding, of pension or profit-sharing plans.
- (f) Delinquent payment, or nonpayment, of subcontractors.
- (g) Termination of, or changes, in subcontracts.
- (h) Transfer, sell, assignment or delegation to an entity other than the Contractor, of ownership or administrative Subscription Service.

12.07 The City shall have the right to terminate this Contract at any time at its convenience by giving the Contractor five (5) business days written Notice of Termination for Convenience. As of the effective date of the termination, the City will be obligated to pay the Contractor the following: (a) the fees or commissions for Subscription Service completed and accepted in accordance with Exhibit A in the amounts provided for in Exhibit B; (b) and the Contractor's costs and expenses incurred prior to the date of the termination for items that are identified in Exhibit B. The amount due to the Contractor shall be reduced by payments already paid to the Contractor by the City. In no event shall the City pay the Contractor more than maximum price, if one is stated, of this Contract.

12.08 After receiving a Notice of Termination for Cause or Convenience, and except as otherwise directed by the City, the Contractor shall:

- (a) Stop work under the Contract on the date and to the extent specified in the Notice of Termination;
- (b) Obligate no additional Contract funds for payroll costs and other costs beyond such date as the City shall specify, and place no further orders on subcontracts for material, the Subscription Service, or facilities, except as may be necessary for completion of such portion of the Subscription Service under this Contract as is not terminated;
- (c) Terminate all orders and subcontracts to the extent that they relate to the portion of the Subscription Service terminated pursuant to the Notice of Termination;
- (d) Preserve all Records, Work Products and submit to the City such Records and Work Products as the City shall specify, and furnish to the City an inventory of all furnishings, equipment, and other property purchased for the Contract, if any, and carry out such directives as the City may issue concerning the safeguarding or disposition of files and property; and
- (e) Submit within thirty (30) days a final report of receipts and expenditures of funds relating to this Contract, and a list of all creditors, Subcontractors, lessors and other parties, if any, to whom the Contractor has become financially obligated pursuant to this Contract.

12.09 After termination of the Contract, each party shall have the duty to assist the other party in the orderly termination of this Contract and the transfer of all rights and duties arising under the Contract, as may be necessary for the orderly, un-disrupted continuation of the business of each party.

12.10 Upon termination of this Contract for any reason, the City's access to the Software and Subscription Services will be terminated and the City's access will be disabled; provided however, the City shall be given access for at least thirty (30) days from the termination of the Contract for the purpose of downloading all Data and Work Product.

Article 13. Assignment

Neither party shall assign, transfer, convey or otherwise dispose of any interest whatsoever in this Contract without the prior written consent of the other party; however, claims for money due or to become due to the Contractor may be assigned to a financial institution without such approval. Notice of any assignment to a financial institution or transfer of such claims of money due or to become due shall be furnished promptly to the City. If the Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause stating that the right of the assignee to any monies due or to become due shall be subject to prior liens of all persons, firms, and corporations for the Subscription Service as delivered or materials supplied for the performance of the Subscription Service. This Article 13 shall not apply to a merger or acquisition of all or substantially all of the Contractor's assets. No assignee for the benefit of the City'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 the City's assets or business, shall have any right to continue or to assume or to assign these without Contractor's express written consent.

Article 14. Subcontracting

14.01 The City reserves the right to withhold approval of subcontracting such portions of the Subscription Service where the City determines that such subcontracting is not in the City's best interests.

14.02 Each subcontract entered into shall provide that the provisions of this Contract shall apply to the Subcontractor and its Associates in all respects. The Contractor agrees to bind each Subcontractor and each Subcontractor shall agree to be bound by the terms of the Contract insofar as applicable to the work or the portions of the Subscription Service worked on by that Subcontractor.

14.03 The Contractor and the Subcontractor jointly and severally agree that no approval by the City of any proposed Subcontractor, nor any subcontract, nor anything in the Contract, shall create or be deemed to create any rights in favor of a Subcontractor and against the City, nor shall it be deemed or construed to impose upon the City any obligation, liability or duty to a Subcontractor, or to create any contractual relation whatsoever between a Subcontractor and the City.

14.04 The provisions contained in this Article 14 shall apply to subcontracting by a Subcontractor of any portion of the work related to the Subscription Service included in an approved subcontract.

14.05 The Contractor agrees to indemnify, defend, and hold the City harmless against any claims initiated against the City pursuant to any subcontracts the Contractor enters into in performance of this Contract. The City's approval of any Subcontractor shall not relieve the Contractor of any of its responsibilities, duties and liabilities under this Contract. The Contractor shall be solely responsible to the City for the acts or defaults of its Subcontractors and of each Subcontractor's Associates, each of whom shall for this purpose be deemed to be the agent or employee of the Contractor.

Article 15. Conflict of Interest

15.01 The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the delivery of the Subscription Service or otherwise in connection with its performance of this Contract. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed by the Contractor.

15.02 The Contractor further covenants that no officer, agent, or employee of the City and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or performance of this Contract has any personal or financial interest, direct or indirect, in this Contract or in its proceeds, whether such interest arises by way of a corporate entity, partnership, or otherwise.

15.03 The Contractor warrants (a) that it has not employed and will not employ any person to solicit or secure this Contract upon any agreement or arrangement for payment of a commission, percentage, brokerage fee, or contingent fee, other than bona fide employees working solely for the Contractor either directly or indirectly, and (b) that if this warranty is breached, the City may, at its option, terminate this Contract without penalty, liability or obligation, or may, at its option, deduct from any amounts owed to the Contractor under this Contract any portion of any such commission, percentage, brokerage, or contingent fee.

15.04 The Contractor covenants not to employ an employee of the City for a period of one (1) year after the date of termination of this Contract without written City approval.

15.05 The Contractor shall provide a statement listing all political contributions and expenditures ("Statement of Political Contributions and Expenditures"), as defined by the Michigan Campaign Finance Act, MCL 169.201, et seq., made by the Contractor, its affiliates, subsidiaries, principals, officers, owners, directors, agents or assigns, to elective City officials within the previous four (4) years. Individuals shall also list any contributions or expenditures from their spouses.

15.06 The Contractor's Statement of Political Contributions and Expenditures shall be attached to this Contract as "Exhibit C" and made a part hereof. **This Contract is not valid unless and until the Statement of Political Contributions and Expenditures is provided.**

15.07 The Statement of Political Contributions and Expenditures shall be filed by the Contractor on an annual basis for the duration of the Contract, shall be current up to and including the date of its filing, and shall also be filed with all contract renewals and change orders, if any.

Article 16. Confidential Information

16.01 In order that the Contractor may effectively fulfill its covenants and obligations under this Contract, it may be necessary or desirable for the City to disclose confidential and proprietary information, including the Data, to the Contractor or its Associates pertaining to the City's past, present and future activities. Since it is difficult to separate confidential and proprietary information from that which is not, the Contractor shall regard, and shall instruct its Associates to regard, all information, including, but not limited to the Data, gained as confidential and such information shall not be disclosed to any organization or individual without the prior written consent of the City. The above obligation shall not apply to information already in the public domain or information required to be disclosed by a court order.

16.02 The City acknowledges and agrees that the source code, technology, and internal structure of the Software, and Subscription Services, as well as the Documentation, operations manual(s) and training material(s), are the confidential information and proprietary trade secrets of the Contractor, the value of which would be destroyed by disclosure to the public. Use by anyone other than the City of the Subscription Services, and Documentation are prohibited, unless pursuant to a valid assignment under this Contract. Unless prohibited by applicable law, the terms and conditions of this Contract, including pricing and payment terms shall also be treated as the Contractor's confidential information. The City agrees during the term of this Contract, and thereafter, to hold the confidential information and proprietary trade secrets of the Contractor in strict confidence and to not permit any person or entity to obtain access to it except as required for the City's exercise of the License rights granted under this Contract. Nothing in this Contract is intended to or shall limit any rights or remedies under applicable law relating to trade secrets, including the Uniform Trade Secrets Act as enacted in applicable jurisdictions.

16.03 The Contractor agrees to take appropriate action with respect to its Associates to ensure that the foregoing obligations in section 16.01 of non-use and non-disclosure of the City's confidential information shall be fully satisfied.

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

(a) The Contractor will not provide extended audio to any other person beyond the audio snippet (1 second of ambient noise prior to a gunshot, the gunshot audio itself, and 1 second after the incident). The Contractor will vigorously resist any subpoena or court order for extended audio that goes beyond an audio snippet.

(b) The Contractor will not provide a list or database of the precise location of Sensors to police or the public if requested and will challenge any subpoenas for this location any data.

16.05 Obligations of the Parties. The receiving Party's ("Recipient") obligations under this section shall not apply to any of the disclosing Party's ("Discloser") Confidential Information that Recipient can document: (a) was in the public domain at or subsequent to the time such Confidential Information was communicated to Recipient by Discloser through no fault of Recipient; (b) was rightfully in Recipient's possession free of any obligation of confidence at or subsequent to the time such Confidential Information was communicated to Recipient by such Discloser; (c) was developed by employees or agents of

Recipient independently of and without reference to any of Discloser's Confidential Information; or (d) was communicated by Discloser to an unaffiliated third party free of any obligation of confidence. A disclosure by Recipient of any Discloser Confidential Information (a) in response to a valid order by a court or other governmental body; (b) as otherwise required by law; or (c) necessary to establish the rights of either party under this Contract shall not be considered to be a breach of this Contract by the Recipient; provided, however, that Recipient shall provide prompt prior written notice thereof to the Discloser to enable Discloser to seek a protective order or otherwise prevent such disclosure. The Recipient shall use reasonable controls to protect the confidentiality of and restrict access to all Confidential Information of the Discloser to those persons having a specific need to know for the purpose of performing the Recipient's obligations under this Agreement. The Recipient shall use controls no less protective than Recipient uses to secure and protect its own confidential, but not "Classified" or otherwise Government-legended, information. Upon termination of this Contract, the Recipient, as directed by the Discloser, shall either return the Discloser's Confidential Information, or destroy all copies thereof and verify such destruction in writing to the Discloser. Unless the Recipient obtains prior written consent from the Discloser, the Recipient agrees that it will not reproduce, use for purposes other than those expressly permitted in this Contract, disclose, sell, license, afford access to, distribute, or disseminate any information designated by the Discloser as confidential.

Article 17. Compliance with Laws and Privacy and Security Policies

17.01 The Contractor shall comply with and shall require its Associates to comply with all applicable federal, state, local laws, including, but not limited to the Privacy and Security Policies.

17.02 The Contractor shall hold the City harmless with respect to any damages arising from any violation of law or the Privacy and Security Policies by it or its Associates. The Contractor shall commit no trespass on any public or private property in the performance of this Contract. The Contractor shall require as part of any subcontract that the Subcontractor comply with all applicable laws and regulations.

Article 18. Office of Inspector General

18.01 In accordance with Section 2-106.6 of the City Charter, this Contract shall be voidable or rescindable at the discretion of the Mayor or Inspector General at any time if a Public Servant who is a party to the Contract has an interest in the Contract and fails to disclose such interest.

18.02 This Contract shall also be voidable or rescindable if a lobbyist or employee of the contracting party offers a prohibited gift, gratuity, honoraria or payment to a Public Servant in relation to the Contract.

18.03 A fine shall be assessed to the Contractor in the event of a violation of Section 2-106.6 of the City Charter. If applicable, the actions of the Contractor, and its representative lobbyist or employee, shall be referred to the appropriate prosecuting authorities.

18.04 Pursuant to Section 7.5-306 of the City Charter, the Inspector General shall investigate any Public Servant, City agency, program or official act, contractor and subcontractor providing goods and Subscription Service to the City, business entity seeking contracts or certification of eligibility for City contracts and person seeking certification of eligibility for participation in any City program, either in response to a complaint or on the Inspector General's own initiative in order to detect and prevent waste, abuse, fraud and corruption.

18.05 In accordance with Section 7.5-310 of the City Charter, it shall be the duty of every Public Servant, contractor, subcontractor, and licensee of the City, and every applicant for certification of eligibility for a City contract or program, to cooperate with the Inspector General in any investigation pursuant to Article 7.5, Chapter 3 of the City Charter.

18.06 Any Public Servant who willfully and without justification or excuse obstructs an investigation of the Inspector General by withholding documents or testimony, is subject to forfeiture of office, discipline, debarment or any other applicable penalty.

18.07 As set forth in Section 7.5-308 of the City Charter, the Inspector General has a duty to report illegal acts. If the Inspector General has probable cause to believe that any Public Servant or any person doing or seeking to do business with the City has committed or is committing an illegal act, then the Inspector General shall promptly refer the matter to the appropriate prosecuting authorities.

18.08 In accordance with Section 17-5-351(a) of the Detroit City Code, the City shall solicit offers from, award contracts to, consent to subcontracts with, or otherwise to conduct business with, responsible contractors only. To effectuate this policy, the debarment of contractors and subcontractors from current and/or future City work may be undertaken.

18.09 Therefore, it will be the responsibility of all the Contractor to check the list of debarred contractors in the City's website and confirm that neither the Contractor nor the subcontracting company is listed on the City's debarment list and they will not be using the debarred (sub)contractor(s) to conduct any City business.

18.10 In accordance with Section 17-5-352(c) of the Detroit City Code, the Contractor shall report to the Office of Inspector General any improper, unethical or illegal activity or requests made by elected officers of the City, including those acting on their behalf, or any Public Servant in connection with this Contract.

Article 19. Amendments

19.01 The City may consider it in its best interest to change, modify or extend a covenant, term or condition of this Contract or request that the Contractor modify the Subscription Service in any manner not described on Exhibit A. Any such change, addition, deletion, extension or modification of Subscription Service may require that the compensation paid to the Contractor by the City be proportionately adjusted, either increased or decreased, to reflect such modification. If the City and the Contractor mutually agree to any changes or modification of the Subscription Service or this Contract, the modification shall be incorporated into this Contract by written Amendment.

19.02 Compensation shall not be modified unless there is a corresponding modification in the Subscription Service sufficient to justify such an adjustment. If there is any dispute as to compensation, the Contractor shall continue to perform under this Contract until the dispute is resolved.

19.03 No Amendment to this Contract shall be effective and binding upon the parties unless it expressly makes reference to this Contract, is in writing, is signed and acknowledged by duly authorized representatives of both parties, is approved by the appropriate City departments and the City Council, and is signed by the Chief Procurement Officer.

19.04 The City shall not be bound by Unauthorized Acts of its employees, agents, or representatives with regard to any dealings with the Contractor and any of its Associates.

Article 20. Fair Employment Practices

20.01 The Contractor shall comply with, and shall require any Subcontractor to comply with, all federal, state and local laws governing fair employment practices and equal employment opportunities.

20.02 The Contractor agrees that it shall, at the point in time it solicits any subcontract, notify the potential Subcontractor of their joint obligations relative to non-discrimination under this Contract, and shall include the provisions of this Article 20 in any subcontract, as well as provide the City a copy of any subcontract upon request.

20.03 Breach of the terms and conditions of this Article 20 shall constitute a material breach of this Contract and may be governed by the provisions of Article 12, "Default and Termination."

Article 21. Notices

21.01 All notices, consents, approvals, requests and other communications ("Notices") required or permitted under this Contract shall be given in writing, mailed by postage prepaid, certified or registered first-class mail, return receipt requested, and addressed as follows:

If to the Detroit Police Department on behalf of the City:

City of Detroit
Detroit Police Department (DPD)
1301 Third Street
Detroit, MI 48226
Attention: Art Thompson

City of Detroit
Office of the Chief Financial Officer
Office of Contracting and Procurement
2 Woodward Ave., Suite 1008
Detroit, MI 48226
Attention: _____

If to the Contractor:

ShotSpotter, Inc.
39300 Civic Center Drive, Suite 300
Fremont, CA 94538
Attention: Alan R. Stewart

21.02 All Notices shall be deemed given on the day of mailing. Either party to this Contract may change its address for the receipt of Notices at any time by giving notice of the address change to the other party. Any Notice given by a party to this Contract must be signed by an authorized representative of such party.

21.03 The Contractor agrees that service of process at the address and in the manner specified in this

Article 21 shall be sufficient to put the Contractor on notice of such action and waives any and all claims relative to such notice.

Article 22. Force Majeure

No failure or delay in performance of this Contract, by either party, shall be deemed to be a breach thereof when such failure or delay is caused by a force majeure event including, but not limited to, any Act of God, strikes, lockouts, wars, acts of terrorism, riots, epidemics, explosions, sabotage, breakage or accident to equipment, the binding order of any court or governmental authority, or any other cause, whether of the kind herein enumerated or otherwise, not within the control of a party. In the event of a dispute between the parties with regard to what constitutes a force majeure event, the City's reasonable determination shall be controlling.

Article 23. Waiver

23.01 Neither party shall be deemed to have waived any of its rights under this Contract unless such waiver is in writing and signed by the party consenting to such waiver.

23.02 No delay or omission on the part of either party in exercising any right shall operate as a waiver of such right or any other right. A waiver on any one (1) occasion shall not be construed as a waiver of any right on any future occasion.

23.03 No failure by either party to insist upon the strict performance of any covenant, agreement, term or condition of this Contract or to exercise any right, term or remedy consequent upon its breach shall constitute a waiver of such covenant, agreement, term, condition, or breach.

Article 24. Miscellaneous

24.01 If any provision of this Contract or its application to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Contract shall not be affected and shall remain valid and enforceable to the fullest extent permitted by law.

24.02 This Contract contains the entire agreement between the parties with respect to the subject matter herein, and all prior negotiations and agreements are merged into this Contract. Neither the City nor the City's agents have made any representations except those expressly set forth in this Contract, and no rights or remedies are, or shall be, acquired by the Contractor by implication or otherwise unless expressly set forth in this Contract. The Contractor waives any defense it may have to the validity of the execution of this Contract. Notwithstanding any language to the contrary therein, no terms or conditions stated in any Contractor license, user agreement, or any other Contractor order documentation shall be incorporated into or form any part of this Contract, and all such terms or conditions shall be null and void. Further, in the event any Purchase Order issued in connection with this Contract contains terms and conditions which conflict with the provisions of this Contract, the provisions of this Contract shall prevail over such conflicting terms and conditions and shall take precedence. Any such conflicting Purchase Order terms and conditions shall have no force and effect, shall be considered void, and the Subcontractor and its Associates acknowledge that Subcontractor may not rely upon any such conflicting terms and conditions.

24.03 Unless the context otherwise expressly requires, the words "herein," "hereof," and "hereunder," and other words of similar import, refer to this Contract as a whole and not to any particular section or

subdivision.

24.04 The headings of the sections of this Contract are for convenience only and shall not be used to construe or interpret the scope or intent of this Contract or in any way affect the same.

24.05 This Contract and all actions arising under it shall be governed by, subject to, and construed according to the law of the State of Michigan. The Contractor agrees, consents and submits to the exclusive personal jurisdiction of any state or federal court of competent jurisdiction in Wayne County, Michigan, for any action arising out of this Contract. The Contractor also agrees that it shall not commence any action against the City because of any matter whatsoever arising out of or relating to the validity, construction, interpretation and enforcement of this Contract in any state, federal or foreign court of competent jurisdiction other than one in Wayne County, Michigan.

24.06 If any Associate of the Contractor shall take any action that, if done by a party, would constitute a breach of this Contract, the same shall be deemed a breach by the Contractor.

24.07 The rights and remedies set forth in this Contract are not exclusive and are in addition to any of the rights or remedies provided by law or equity.

24.08 For purpose of the hold harmless and indemnity provisions contained in this Contract, the term "City" shall be deemed to include the City of Detroit and all other associated, affiliated, allied or subsidiary entities or commissions, now existing or subsequently created, and their officers, agents, representatives, and employees.

24.09 The Contractor covenants that it is not, and shall not become, in arrears to the City upon any contract, debt, or other obligation to the City including, without limitation, real property, personal property and income taxes, and water, sewage or other utility bills.

24.10 This Contract may be executed in any number of original counterparts, any one of which shall be deemed an accurate representation of this Contract. Promptly after the execution of this Contract, the City shall provide a copy to the Contractor.

24.11 As used in this Contract, the singular shall include the plural, the plural shall include the singular, and a reference to either gender shall be applicable to both.

24.12 The rights and benefits under this Contract shall inure to the benefit of the heirs, executors, administrators, agents, successors, and assigns of the parties hereto. This section 24.12 shall not be construed as a consent to any assignment of this Contract by either party except as provided in Article 13.

24.13 The City shall have the right to recover by setoff from any payment owed to the Contractor all delinquent withholding, income, corporate and property taxes owed to the City by the Contractor, any amounts owed to the City by the Contractor under this Contract or other contracts, and any other debt owed to the City by the Contractor.

24.14 If this Contract is grant-funded, this Contract is governed by the terms and conditions of the grant including all reporting requirements.

24.15 Any trademarks and service marks ("Trademarks") adopted by the Contractor to identify the Documentation and other products and services belonging to the Contractor prior to, or subsequent to the

effective date of this Contract, shall continue to belong to the Contractor. Nothing herein grants, or shall be construed to grant, to the City any rights to such Trademarks.

Article 25 Board of Ethics

25.01 In accordance with Section 2-106.10 of the City Charter, it is the duty of every Public Servant, the Contractor and subcontractors, if any to cooperate with the Board of Ethics in any investigation.

25.02 Any Public Servant who willfully and without justification or excuse obstructs an investigation of the Board of Ethics by withholding documents or testimony is subject to forfeiture of office, discipline, debarment or any other applicable penalty.

25.05 The Contractor acknowledges that it subject to debarment or any other applicable penalty, if the Contractor willfully and without justification or excuse obstructs an investigation of the Board of Ethics by withholding documents or testimony.

(Signatures appear on next page)

Signature Page

The City and the Contractor, by and through their duly authorized officers and representatives, have executed this Contract as follows:

City of Detroit:
Detroit Police Department

By:

DocuSigned by:
James E. White
428ECD351B6B45F...

Chief of Police 10/10/2022

Printed Name and Title

Contractor:
ShotSpotter, Inc.

By:

DocuSigned by:
Alan Stewart
BBD A8DB9E37F4F6...

CFO

10/10/2022

Printed Name and Title

THIS CONTRACT WAS APPROVED BY
THE CITY COUNCIL ON:

Date

THIS CONTRACT WAS APPROVED
BY FRC ON:
(if FRC approval is not required, leave blank)

Date

APPROVED BY LAW DEPARTMENT
PURSUANT TO § 7.5-206 OF THE CHARTER
OF THE CITY OF DETROIT

Chief Procurement Officer Date

Corporation Counsel Date

**THIS CONTRACT IS NOT VALID OR AUTHORIZED UNTIL APPROVED BY RESOLUTION
OF THE CITY COUNCIL AND SIGNED BY THE CHIEF PROCUREMENT OFFICER.**

Exhibit A – Gunshot Detection Subscription Service

A.1. Notice to Proceed

The term of this Contract shall begin upon approval by the Detroit City Council, and shall terminate on June 30, 2026, unless the City exercises its option to extend the term. The Contractor shall commence performance of this Contract upon receipt of a written “Notice to Proceed” from the City and in the manner specified in the Notice to Proceed.

A.2. Subscription Services Objectives and General Description

The Contractor will provide expanded coverage of the City’s current 6.48 square miles of gunshot detection, location, and forensic analysis Subscription Services to add approximately 31.79 square miles for a total of approximately 38.27 square miles of the Coverage Area. The System is outdoor area acoustic gunshot system will enable the City to precisely and quickly identify where there are gunfire incidents. This analysis Subscription Services will provide critical real-time gunfire intelligence to aid in the reduction of gun violence in the City by identifying more gunshot incidents and improved response times. The Subscription Services will be integrated into the City’s current security management technology and will work in concert with the City’s focused deterrence model which has had demonstrable success in reducing gun violence.

A.3 Subscription Services Description

The Contractor will provide the Subscription Services that, will include, at a minimum, the following Coverage Areas:

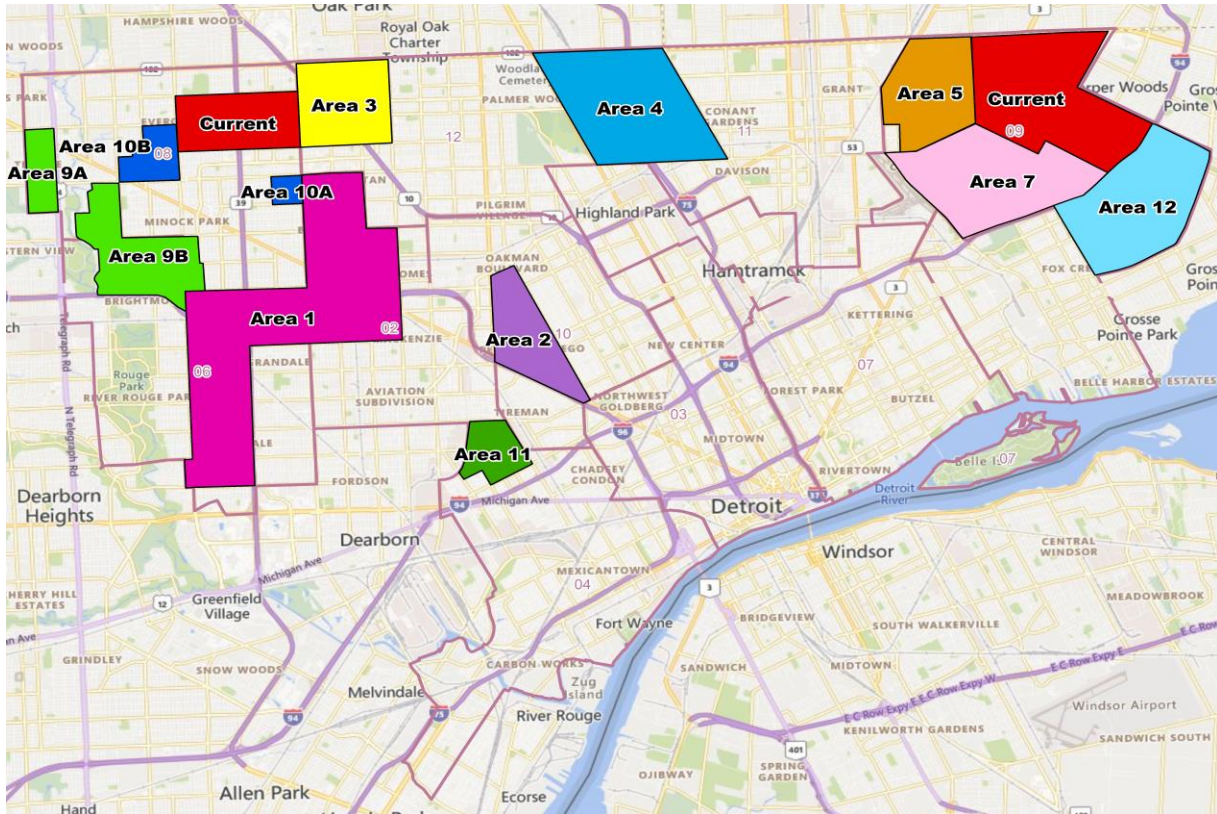












Figure 1: Proposed ShotSpotter Coverage Area Expansion = 31.79 square miles

		mi ²			mi ²
	Area 1	8.54		Area 7	3.89
	Area 2	1.70		Area 9	3.08
	Area 3	2.22		Area 10	1.05
	Area 4	4.23		Area 11	0.88
	Area 5	2.45		Area 12	3.75

The Subscription Services Reports and Expert Witness Testimony Services. The Subscription Services will provide:

1. Forensic Reports.

- a. Investigative Lead Summary (“ILS”). The Subscription Services provides an on-demand report available through the “ShotSpotter Respond Application.” The Investigative Lead Summary (ILS) provides useful details about the approximate location, timing, and sequence of each shot fired during an incident. The ILS will help DPD officers find shell casings, confirm witness accounts, and identify suspects. ILS reports are available immediately after an incident occurs via the mobile, web, or desktop “ShotSpotter Respond” application (machine-generated). The ILS is not a court-admissible document.
- b. Detailed Forensic Report (“DFR”). The Subscription Services will provide a DFR for any Subscription Services-detected incidents, including Reviewed Alerts. The DFR is intended to be a court-admissible document used by attorneys as part of a court case for the exact, verified timing, sequence and location of each shot fired. Secondly, the DFR is available for use by DPD to obtain a search warrant or to investigate an Officer Involved Shooting.

DFRs must be requested in writing and addressed to the Contractor. Requests may be submitted via the Forensics Services page under the Law Enforcement tab on the Contractor’s website (www.shotspotter.com). The Contractor will use commercially reasonable efforts to provide a DFR within ten (10) business days of receipt of the request.

- c. For one year after the Contract’s termination, the Contractor shall continue to provide forensic reports in accordance with this section for any Subscription-Services-detected incident that occurred prior to the Contract’s termination so long as the necessary data is accessible.

2. Expert Witness Testimony Services.

The Contractor will provide reasonable expert witness services, including Reviewed Alerts, for an hourly fee as set forth in Exhibit B, as well as reimbursement of all travel and per diem costs. If requested to provide Expert Witness Testimony Services, the Contractor will invoice the City for the number of hours expended to prepare for and provide expert witness testimony, and actual travel expenses, upon completion of the services. The City understands that the Contractor 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. The Contractor requires at least fourteen (14) days prior notice of such a requirement in writing from the City. The City must include dates, times, specific locations, and a point of contact for the Contractor personnel. Due to the nature of legal proceedings, the Contractor cannot guarantee that its services described in this section shall produce the outcome, legal or otherwise, which The City desires. Payment for expert witness services described shall be due and payable when services are rendered regardless of the outcome of the proceedings.

The Contractor shall provide Expert Witness Testimony Services as described above at the request of the City for any and all Reviewed Alerts occurring during the term of the Contract whether or not the request is made during the term of the Contract

or within sixty (60) days after termination of the Contract, as long as the City pays for the Expert Witness Testimony Services as described on Exhibit B, and to the extent that ShotSpotter has access to the Data.

A.4 Training

The Contractor will assign a Customer Success Director to the DPD to ensure that it delivers consistent, quality training based on the DPD's needs. In preparation for the planned cutovers, the Contractor will train each group of users on the Subscription Services applications, including A-4 ShotSpotter Respond, ShotSpotter Dispatch, and the Insight applications. Using a combination of instructor-led, train-the-trainer, and on-line computer-based training, the Contractor's Customer Success Team will work with the DPD to tailor a training program that addresses the unique needs and/or scheduling constraints of the DPD users.

A.5 Live Fire Test

Prior to Go Live (live operational use) of the Subscription Services, ShotSpotter, in conjunction with City personnel, will conduct a live fire test (Deployment Quality Validation) of the Subscription Services to measure the Performance Rate, as defined in section A.6 below, using empirical data that can only be acquired via live fire testing, verifying and validating system settings, and identifying potential problem areas for correction. The exercise involves firing live gunshot rounds into an agency-approved bullet trap at a number of approved locations in the Coverage Area selected jointly by the Contractor's project manager and the City's personnel. Data generated by the exercise will be analyzed to verify and validate measured gunshot location performance and identify possible adjustments or system configuration changes to ensure reliable performance.

A.6 Subscription Services Service Levels and Support Services

The Contractor will use commercially reasonable efforts to respond to support requests within twenty-four (24) hours of receipt of the request during the period of 8 am to 5 pm Monday through Friday. A Contractor email support specialist will be responsible for receiving City reports of missed incidents, or errors in the Subscription Services, and, to the extent practicable over email or telephone, making commercially reasonable efforts to assist the City in resolving the City's reported problems. In the event the problem cannot be resolved telephonically, then Contractor will use commercially reasonable efforts to restore functionality of the Subscription Services in accordance with the standard Contractor's user documentation provided with the Subscription Services within seventy-two (72) hours of receipt of the report.

Under the terms and conditions of the Contract, the Contractor commits to meet or exceed the following Service Level Agreement (SLA) standards as it provides its Subscription Services. (Refer to the ShotSpotter Definition of Key Terms at the end of this section A.6 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.):

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 Subscription Services service will be available to the City 99.9% of the time with online access to data, excluding scheduled maintenance windows.

Notifications API License Pack

The Contractor will provide the City with a subscription to the Notifications API License Pack for the duration of the contract. The subscription will include an annual software license, maintenance support, API consulting services, and up to three (3) interfaces. No third-party services or middleware costs are included.

Gunshot Detection & Location Performance

The Subscription Services 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 Subscription Services' 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 City's dispatch center, patrol car mobile data terminals (MDT), and officer smartphones (via the ShotSpotter App), based on the following criteria:

Incident Type	Action
High confidence incident is gunfire	Reviewed Gunfire Alert, (Single Gunshot "SG" or Multiple Gunshots "MG") sent to Customer's dispatch center, patrol car mobile data terminals (MDT), and officer smartphones (via the ShotSpotter Respond App)
Uncertain if incident is gunfire or not	Reviewed Probable Gunfire ("PG") Alert sent to Customer's dispatch center, patrol car MDTs, and officer smartphones
Low confidence incident is gunfire	No alert will be sent; incident available for Customer review in the incident history available through Insight

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

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

The ShotSpotter Respond App, and Insight provide the City with full and immediate access to incident history including information the Subscription Services 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 City is under active subscription.

Service Availability

The Subscription Services will be able to detect gunfire and available to users with online access to 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 the City in advance; b) select holidays; and c) third party network outages beyond the Contractor's control. The Subscription Services include all database, applications, and communications services hosted by the Contractor at its data center and specifically exclude the City's internal network or systems or third party communications networks, e.g. Verizon, AT&T or the Customer's internet service provider.

City SLA Credits

Each Service Level measurement shall be determined quarterly, the results of which will be reviewed during the periodic account review meetings with the City. For each calendar quarter that the Contractor 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 City renewal.

Service Level Exclusions and Modifications

The Contractor shall 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, the Subscription Services uses fireworks suppression techniques to distinguish gunshots from fireworks.

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

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

Service Failure Notification

Should the Contractor identify any condition (disruption, degradation or failure of network, cloud, servers, sensors etc.) that impacts the Subscription Services' ability to meet the Gunshot Detection & Location standard set forth in this Contract, the Contractor will proactively notify the City in writing with: a) a brief explanation of the condition; b) how the City's service is affected; and c) the approximate timeframe for resolution. The Contractor will also notify the City once any such condition is resolved.

The City Responsibilities

The purpose of the Reviewed Alert service is to provide incident data to the City, reviewed, analyzed and classified in the manner described above. However, it is the sole responsibility of the City 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. The Contractor does not assume any obligation, duty or responsibility for the City's reaction, response, or dispatch decisions, or for the consequences or outcomes of any decisions made or not made by the City in reliance, in whole or in part, on any of the Subscription Services.

The City must inform the Contractor when Verified Incidents of gunfire are missed by the Subscription Services in order to properly calculate Performance Rate, as defined below.

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

Support Level Matrix

Support Level	Tier 1 Support (IRC)	Tier 2 Support (Customer Support)
Features	<ul style="list-style-type: none"> • Login support • Report a misclassification • Report a missed incident • Report a mislocated incident • Basic audio request • General/application questions • Request for ILS 	Normal Support: <ul style="list-style-type: none"> • Analysis of missed gunshots • Detailed audio search • Performance analysis • Integration issues Critical Support: <ul style="list-style-type: none"> • System outage
Hours of Operation	24x7x365	Normal Support: 5 am – 11 pm Pacific Time Zone Escalation: 24x7x365

ShotSpotter – Definition of Key Terms

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

$$\text{Performance Rate} = \frac{\text{Number Accurately Located}}{(\text{Number Accurately Located} + \text{Number Not Detected} + \text{Number Mislocated})}$$

where the “Performance Rate” is a number expressed as a percentage, “Number Accurately Located” is the number of “Gunfire Incidents” occurring within the Coverage Area during the specified period for which the Subscription Services produced an Accurate Location, Number Mislocated is the number of Verified Incidents (a “Verified Incident” is an incident where The City has physical or other credible evidence that gunfire took place) for which the Subscription Services produced an inaccurate location (i.e., a Mislocated Incident), and Number Not Detected is the number of Verified Incidents for which the Subscription Services failed to report a location at all (i.e., Missed Incidents).

An “Accurate Location” shall mean an incident located by the Subscription Services 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.

The Subscription Services 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 City.

The Subscription Services detects the sound of the muzzle blast and does not rely upon the sound of the bullet traveling through the air. Therefore, the speed in which the bullet travels (subsonic or supersonic) has no bearing on the Performance Rate. The Subscription Services 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.

Exhibit B – Fee Schedule

I. General

(a) The Contractor shall be paid for the proper functioning Subscription Service pursuant to this Contract a maximum amount of Seven Million and 00/100 Dollars (\$7,000,000.00) for the term of this Contract as set forth in Exhibit A, Scope of Services.

(b) Payment for the proper performance of the Services shall be contingent upon receipt by the City of invoices for payment. Each invoice shall certify the total cost, itemizing costs when applicable. Except as otherwise provided, each invoice must be received by the City not more than thirty (30) days after the close of the calendar month in which the services were rendered and must be signed by an authorized officer or designee of the Contractor. Contractor shall submit invoices in accordance with the following payment schedule and Section IV below:

- \$902,650.00 portion of Subscription Period 1 fees due upon execution and approval of agreement
- Remaining portion of Subscription Period 1 fees due upon ShotSpotter activation (Go Live) status*
- 100% of Subscription Period 2 fees due prior to 1st anniversary of ShotSpotter Go Live*
- 100% of Subscription Period 3 fees due prior to 2nd anniversary of ShotSpotter Go Live*
- 100% of Subscription Period 4 fees due prior to 3rd anniversary of ShotSpotter Go Live*

*The total Coverage Area to be implemented under this Contract is 31.79 square miles, divided among 12 areas as shown in the coverage map and legend in Exhibit A. Go Live for the areas within the full Coverage Area will be phased in accordance with the mutually agreed upon timeframe between the City and ShotSpotter. Invoicing at Go Live will be submitted on a quarterly basis. Such quarterly invoices must include all supporting information requested by the City and must be paid within 30 days of receipt and verification by the City. The invoice for the Subscription Period 2 will be submitted after all Coverage Areas have gone live.

Both parties understand and agree that: a) while ShotSpotter agrees to invoice the City on a quarterly basis for the 1st subscription period, the resulting quarterly invoices will reflect the coverage area(s) and actual go live date(s) for each that the parties agreed to take live during the quarter; and b) the 1st subscription period for each coverage area, or portion thereof, will commence upon the actual go live date for that coverage area, or portion thereof.

If the City terminates the Subscription Services for any area of the total Coverage Area prior to the end of any subscription period, a prorated portion of the City fee paid for that area shall be applied as a credit to the invoice for the subsequent subscription period fee for the full Coverage Area.

If the Contract terminates prior to the end of any subscription period, the City fee for that period shall be prorated and all fees paid for services that will not be rendered must be returned to the City, including all outstanding credits that have not been applied. If the date for payment of the fourth installment is less than 6 months prior to the final termination date of this Contract, the fourth installment amount shall be prorated for the number of months remaining of the term of the Contract.

II. Billing All invoices submitted pursuant to this Contract must include part or item numbers and part or item description, list price, and applicable discount. Items not properly invoiced will not be paid. It is the Contractor's responsibility to ensure the creation of invoice(s) in Oracle Cloud. Invoices must meet the following conditions for payment:

- (a) Price on invoice must correspond to the pricing listed on purchase order and/or contract.
- (b) Contractor must submit price lists in accordance with bid requirements.
- (c) Contractor must register in the Supplier Portal and be set up for ACH (wireless payment) in order to receive payment.
- (d) Contractor registration and invoice submission instructions can be found on the City of Detroit's website at <http://www.detroitmi.gov/Supplier>. Questions should be directed to procurementinthecloud@detroitmi.gov.

III. Expert Witness Testimony Services Fees

Expert Witness Testimony Services must be billed separately at the rate of \$350.00 per hour.

Expert Witness Services are available upon request and will be billed separately, including travel expenses as further defined in Exhibit A. Under no circumstances shall the amount paid to the Contractor exceed the amount stated in the first paragraph of this Exhibit B.

The City, at its sole discretion, may use the difference in the total fees actually incurred and invoiced, and the not to exceed value of the Contract, to pay for optional services such as Expert Witness Testimony Services fees, as specified above.

IV. Consideration

Subject to the maximum amount established under Exhibit B, Section I (a), the following amounts shall be paid by the City pursuant to the schedule described in Exhibit B, Section I (b) over the term of this Contract:

- a) The first installment, described above as the "Subscription Period 1" payment, shall be made in multiple parts in the following amounts:
 - (1) \$902,650.00 upon invoice after execution and approval of the Contract.
 - (2) \$4,732.00 per month per square mile, prorated for a fraction of a square mile, that achieves Go Live status prior to the end of any calendar quarter following the invoice for payment under subsection (a)(1) above. The total payment under this part of the first installment is estimated at \$451,325.
- b) The second installment, described as the "Subscription Period 2" payment, estimated at \$1,423,975.00, subject to the terms of Exhibit B, Section I (b).
- c) The third installment, described as the "Subscription Period 3" payment and invoiced one year from the second installment, estimated at \$2,015,300.00, subject to the terms of Exhibit B, Section I (b).
- d) The fourth installment, described as the "Subscription Period 4" payment and invoiced one year from the third installment, estimated at \$2,155,000.00, subject to the terms of Exhibit B, Section I (b).

Exhibit C – Statement of Political Contributions and Expenditures

“**City Charter § 4-122, ¶ 2:** For purposes of conflicts of interest, the City shall require in all of its contractual agreements, including, but not limited to, leases, service and equipment agreements and including contract renewals, that the contractor provide a statement listing all political contributions and expenditures (“**Statement of Political Contributions and Expenditures**”), as defined by the Michigan Campaign Finance Act, MCL 169.201, et seq., made by the contractor, its affiliates, subsidiaries, principals, officers, owners, directors, agents or assigns to elective city officials within the previous four (4) years. Individuals shall also list any contributions or expenditures from their spouses.”

Instructions: In accordance with Section 4-122 of the 2012 Detroit City Charter, you must provide the following information, sign this document, have it notarized, and submit it to the City. If additional space is needed, please enter “see additional sheet(s)” on the last row and attach additional sheets.

In Column A, enter the name of the person or company that made the contribution or expenditure. If there were no political contributions or expenditures made, enter NONE.

In Column B, enter the relationship of the donor to the contractor or vendor, that is, contractor, affiliate, subsidiary, principal, officer, owner, director, agent, assignee, or spouse of any of the foregoing who are individuals.

In Column C, enter the name of the recipient, an elective city official which under Charter § 3-107, includes only the Mayor, the City Clerk, and members of the City Council and the Board of Police Commissioners.

In Column D, enter the amount of the contribution or expenditure, as defined in the Michigan Campaign Finance Act, 1976 PA 388, MCL 169.204 and MCL 169.206.

In Column E, enter the date of the contribution or expenditure. This statement must include all contributions and expenditures within the previous four years.

A	B	C	D	E
Donor	Relationship to Contractor/Vendor	Recipient	Amount of Contribution or Expenditure	Date
NONE				

(EXHIBIT C - continued)
STATEMENT OF POLITICAL CONTRIBUTIONS AND EXPENDITURES

Except as set forth above, I certify that no contributions or expenditures were made to elective city officials within the previous four (4) years by the contractor, its affiliates, subsidiaries, principals, officers, owners, directors, agents, assigns, and, if any of the foregoing are individuals, their spouses.

I understand that the information provided in this disclosure will be relied upon by the City of Detroit in evaluating the proposed bid, solicitation, contract, or lease. I swear [or affirm] that the information provided is accurate. If I am signing on behalf of an entity, I swear [or affirm] that I have the authority to provide this disclosure on behalf of the entity.

Sign name: _____

Print name: _____

Sworn and subscribed to before me on _____, 20____
[by _____, the _____ of the above named contractor/vendor, an authorized representative or agent of the contractor/vendor]

Sign: _____

Print: _____

Notary Public, _____ County, Michigan,

Acting in _____ County

My Commission Expires: _____

**EXHIBIT D
FORM OF LETTER OF CREDIT**

IRREVOCABLE STANDBY LETTER OF CREDIT

CREDIT NUMBER: TBD

AMOUNT: USD5,000,000.00

DATE: TBD

EXPIRATION DATE: December 31, 2024

ISSUER: Umpqua Bank
450 Sansome Street
San Francisco, CA 94111

APPLICANT: ShotSpotter, Inc.
39300 Civic Center Dr., St. 300
Fremont, CA 94538

BENEFICIARY: City of Detroit
OCFO - Office of the Treasury
2 Woodward Ave, Suite 1220
Detroit, MI 48226
Attention: Justin Bahri
Interim Deputy CFO/Treasurer

Ladies and Gentlemen,

At the request and for the account of ShotSpotter, Inc., we hereby issue our irrevocable Standby Letter of Credit No. (TBD) in favor of City of Detroit, for a sum not exceeding USD5,000,000.00 (U.S. Dollars Five Million and 00/100) available with ourselves by payment against presentation of Beneficiary's draft(s) at sight drawn on Umpqua Bank, International Banking Group, 450 Sansome Street, Suite 1300, San Francisco, CA 94111 when accompanied by the following documents:

1. This original Standby Letter of Credit and all original amendment(s), if any.
2. Beneficiary's dated statement purportedly signed by an authorized signer of Beneficiary, stating that "funds drawn under this Letter of Credit represents funds due to City of Detroit"

Partial and multiple drawings are permitted. In case of partial drawings, the original of this Letter of Credit will be returned to the Beneficiary after our endorsement of our payment of such draft amount if the draft does not exhaust the available amount of this Letter of Credit.

All banking charges are for the account of the Applicant.

This irrevocable letter of credit is being issued to the Beneficiary in lieu of the Errors & Omissions insurance requirement as set forth in Contract Number 6003161, section 11(d), executed on 12/2/2020; and Contract Number 6004334, section 11(d), between the Applicant and the Beneficiary.

We hereby acknowledge and agree that upon presenting the documents listed on the first page of this Standby Letter of Credit, including copies, in conformity with the terms and conditions of this Standby Letter of Credit, this Standby Letter of Credit will be duly honored if presented by certified mail, return receipt requested or overnight courier to our office at 450 Sansome Street, Suite 1300, San Francisco, CA 94111, Attn: International Banking Group on or before the expiry date indicated above or any future extended expiration date.

This Letter of Credit is subject to and governed by the Laws of the State of Michigan and the International Standby Practices 1998 (ISP98) International Chamber of Commerce Publication No. 590 and in the event of any conflict, the Laws of the State of Michigan will control.

Reviewed and approved

Authorized Signature

ShotSpotter, Inc.