SOUNDTHINKING™ MASTER SERVICES AGREEMENT

SoundThinking, Inc.
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***.soundthinking.com

Contents

This Master Services Agreement (this "Agreement") is entered into by and between SoundThinking™, Inc. (referred to herein as "SoundThinking"), with offices located at 39300 Civic Center Dr., Suite 300, Fremont, CA 94538, and the City of Fort Lauderdale (hereinafter referred to as "Customer"), Fort Lauderdale Police Department with offices temporarily located at 1515 W. Cypress Creek Rd., Fort Lauderdale, FL 33309, effective as of the last date of signature herein (the "Effective Date"). Fort Lauderdale Police Department anticipates moving back to its permanent location of 1300 W. Broward Blvd., Fort Lauderdale, FL 33312 by end of 2025, or early 2026. SoundThinking and Customer may also be referred to in this Agreement individually as a "Party" or collectively as the "Parties".

This Agreement and its exhibits define the deliverables, implementation, and support services for the SoundThinking Subscription Services to be provided under this Agreement and identified in SoundThinking's Proposal attached hereto as Exhibit A, and further defined in Addendum One.

In consideration of the Parties' mutual covenants and promises set forth in this Agreement, the Parties agree as follows:

1. EXHIBITS

The following Addenda and Exhibits are attached to, and incorporated in this Agreement:

A. Addendum One - ShotSpotter® Supplemental Terms

B. Exhibit A SoundThinking Proposal ID #FTLAUD081524

2. DEFINITIONS

All capitalized terms not otherwise defined in this Agreement shall have the meanings set forth below:

A. Insight means the internet portal to which Customer will have access to Reviewed Alerts with respect to the ShotSpotter® Gunshot Detection, Location, and Forensics System.

B. CaseBuilder™, CaseBuilder™ Subscription Services, CaseBuilder™ Software, or CaseBuilder™ System means the SoundThinking case management software.

C. CaseBuilder™|Crime Gun, CaseBuilder™|Crime Gun Subscription Services, CaseBuilder™|Crime Gun Software, or CaseBuilder™|Crime Gun System means SoundThinking's gun crime tracking and analysis case management tool.

D. Confidential Information means that information designated by either Party as confidential or proprietary as further defined in Section 6 of this Agreement.

E. CrimeTracer™, CrimeTracer™ Subscription Services, CrimeTracer™ Software, or CrimeTracer™ System means the SoundThinking law enforcement search engine and information platform which enables customers to search data from agencies across the U.S.

F. Coverage Area means the area in square miles covered by the ShotSpotter® Subscription Services as set forth in Exhibit A and any increase to the Coverage Area as agreed to in writing between the Parties.

G. Documentation means the standard SoundThinking user documentation (user guides or manuals, training information, product specifications) provided with the applicable Subscription Service.

H. ResourceRouter™, ResourceRouter™ Subscription Services, ResourceRouter™ Software, or ResourceRouter™ System means the SoundThinking crime forecasting and patrol/task force management system.

I. SafePointe™ System means, collectively, the SafePointe™ Subscription Services, SafePointe™ Software, and SafePointe™ Hardware that comprise the SafePointe weapons detection system.

J. SafePointe Hardware means the SoundThinking owned sensors, cameras, servers, and networking equipment.

K. SafePointe Data means the images and video collected by the SafePointe Subscription Services, magnetic signatures, and motion data.

L. ShotSpotter®, ShotSpotter® System, ShotSpotter® Software, or ShotSpotter® Subscription Services means the ShotSpotter® Gunshot Detection, Location, and Forensic Analysis Service.

M. ShotSpotter Data means the data, information, and electronic files created, generated, modified, compiled, displayed, stored or kept in the course of providing the ShotSpotter Subscription Services, including, without limitation, information in Reviewed Alerts accessible through the ShotSpotter Subscription Services and/or Software.

N. Software or SoundThinking Software means collectively the SoundThinking applications identified in Exhibit A and the Addenda to this Agreement to which Customer will have access under this Agreement on a subscription basis. The term Software shall also mean any new applications supplemental to the Subscription Services provided by SoundThinking to Customer subsequent to the execution date of this Agreement, and if purchased by Customer, the SoundThinking API Subscription License.

O. Subscription Services or SoundThinking Subscription Services means collectively the services provided to Customer on a subscription basis under this Agreement to access, and SoundThinking's maintenance of, the Software.

P. System means collectively the Software and Subscription Services provided under this Agreement.

3. SUBSCRIPTION SERVICES
A. SoundThinking will implement the applicable Subscription Services set forth in Exhibit A and the Addenda to this Agreement.

4. INITIAL TERM AND RENEWAL

The initial term of the Subscription Services shall be for a period of thirty-six (36) months with two (2) one (1) year options to renew as further defined in Addendum One.

The Subscription Services may be renewed for successive periods of one year each (or multiple years as mutually agreed upon in writing by the Parties), in accordance with the following procedure. SoundThinking shall provide Customer with a renewal notice stating the renewal fees, terms, and conditions for the next successive renewal term approximately ninety (90) days prior to the expiration date of the then current term. Customer acknowledges that the Subscription Services fees, terms and conditions, and service levels hereunder are subject to change and that such fees, terms and conditions, and service levels may vary from those applicable to this Agreement in successive renewal terms. Annual Subscription fees for ShotSpotter, CaseBuilder, ResourceRouter, and SafePointe are subject to increase at a rate of 5% for Customers whose annual subscription fee is less than the current SoundThinking list price. Annual Subscription fees for CrimeTracer are subject to increase at a rate of 7% for Customers whose annual subscription fee is less than the current SoundThinking list price.

If Customer fails to renew prior to expiration of the then current subscription term, the Subscription Services will terminate in accordance with Section 5.C and the Customer's access to the Subscription Services will be disabled.

5. LICENSE AND OWNERSHIP

In consideration for and subject to the payment of the annual Subscription Services fees as set forth in Exhibit A, Customer is granted a non-transferrable, non-exclusive and terminable license ("License") to use the applicable SoundThinking Subscription Services, and ShotSpotter® Data for the Customer's own internal purposes and, if applicable, permitting citizens to access the public facing components of the relevant Subscription Services as set forth in this Section 5 and the Addenda to this Agreement. Please read the terms and conditions of this Agreement carefully. By using any SoundThinking Subscription Services, you agree to be bound by the terms and conditions of this Agreement and its Addenda. If you do not agree to these terms, you must notify SoundThinking and discontinue any use of the SoundThinking Subscription Services.

    A.   License and Restrictions.

Software and Subscription Services. The Software is the proprietary product of SoundThinking, licensed to Customer on an annual subscription basis. The SoundThinking Software may incorporate components supplied to SoundThinking 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 is the property of SoundThinking or, if applicable, its suppliers. All right and title to the SoundThinking computer programs, including, but not limited to related Documentation, technology, know-how and processes embodied in or made available to Customer in connection with the Subscription Services, patent rights, copyrights, trade secret rights, trademarks, and services marks remain with SoundThinking. Customer 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 SoundThinking has designated as confidential, for any purpose other than bona fide use of the Subscription Services or Software for in accordance with the terms of this Agreement, nor allow anyone else to do so. Customer 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 Customer; 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.

Nothing in this Agreement shall be construed as granting any right or title to any SoundThinking Software, the ShotSpotter Data, or any component thereof, or any other intellectual property of SoundThinking or its suppliers to Customer.

Customer 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.

Use, duplication, or disclosure by applicable U.S. government agencies is subject to restrictions as set forth in in the provisions of DFARS 48 CFR 252.227-7013 or FAR 48 CFR 52.227-7014, as applicable.

B. Export.

Customer acknowledges that the ShotSpotter System has 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. Customer is specifically prohibited from the export, or re-export, transfer, consignment, shipment, delivery, downloading, uploading, or transmitting in any form, any ShotSpotter Software, ShotSpotter Subscription Services, ShotSpotter Data, 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 SoundThinking. In the event that such written agreement is provided, Customer 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, and any applicable laws of Customer's country. In this respect, no resale, transfer, or re-export of the ShotSpotter System or any ShotSpotter System component exported to Customer pursuant to a license from the U.S. Department of Commerce may be resold, transferred, or reported without prior authorization by the U.S. Government. Customer agrees not to export, re-export or engage in any "deemed export," or to transfer or deliver, or to disclose or furnish, to any foreign (non- U.S.) government, foreign (non-U.S.) person or third party, or to any U.S. person or entity, any of the ShotSpotter System, or ShotSpotter System components, Data, Software, Services, or any technical data or output data or direct data product thereof, or any service related thereto, in violation of any such restrictions, laws or regulations, or without all necessary registrations, licenses and or approvals. Customer shall bear all expenses relating to any necessary registrations, licenses or approvals.

In addition to the restrictions and requirements set forth above, the Customer shall not export, or re-export, transfer, consign, ship, deliver, download, upload, or transmit in any form, the

CaseBuilder, CaseBuilder|Crime Gun, CrimeTracer, ResourceRouter, or SafePointe Subscription Services, the 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 SoundThinking. In the event that such written agreement is provided, Customer 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, and any applicable laws of the import country.

In addition to the foregoing, Customer shall not disclose, discuss, download, ship, transfer, deliver, furnish, or otherwise export or re-export any such item(s) to or through: (a) any person or entity on the U.S Department of Commerce Bureau of Industry and Security's List of Denied Persons or Bureau of Export Administration's anti-proliferation Entity List; (b) any person on the U.S. Department of State's List of Debarred Parties; (c) any person or entity on the U.S. Treasury Department Office of Foreign Asset Control's List of Specially Designated Nationals and Blocked Persons; or (d) any 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.

C. Termination.

Customer agrees that its right to use any of the applicable Subscription Services, or Software, provided hereunder, including ShotSpotter Data, will terminate following thirty (30) day's prior written notice due to a material breach of the terms of this Agreement, including failure to pay any sums to SoundThinking when due, or failure to renew the applicable Subscription Services prior to expiration of the then current subscription term unless such breach has been cured within said thirty (30) day period. In the event of a breach of SoundThinking's intellectual property rights, SoundThinking at its sole discretion may terminate this Agreement immediately upon written notice to Customer. In the event of termination for any reason, Customer's access to the applicable Subscription Services and Software will terminate and be disabled. Customer agrees that SoundThinking shall not be liable to Customer nor to any third party for any suspension of the Subscription Services resulting from Customer's nonpayment of the Subscription Services fees as described in this section.

D. Modification to, or Discontinuation of the Subscription Services.

SoundThinking reserves the right at its discretion to modify, temporarily or permanently, the Subscription Services (or any part thereof). If SoundThinking intends to release a modification to the Subscription Services that will result in the removal or disabling of a major feature or functionality, SoundThinking will provide thirty (30) days prior notice to its customer base. Should Customer materially rely on such feature or functionality, SoundThinking, at Customer's request, shall use commercially reasonable efforts to restore such functionality to Customer. In the event that SoundThinking is unable to substantially restore such functionality, Customer shall have the right to terminate the Agreement and receive a pro-rata refund of the annual Subscription Services fees paid under the Agreement for the subscription term in which this Agreement is terminated. Customer acknowledges that SoundThinking reserves the right to discontinue offering the

Subscription Services at the conclusion of Customer's then current term. Customer agrees that SoundThinking shall not be liable to Customer or to any third party for any modification of the Subscription Services as described in this section.

E. New Applications.

From time to time, at SoundThinking's discretion, SoundThinking may release to its customer base, new applications supplemental to the Subscription Services. Customer's use of such new applications shall be subject to the license, warranty, intellectual property, and support terms of this Agreement. Prior to general release, SoundThinking may request Customer to act as a pre-release test site for new applications, or major upgrades. Provided that Customer agrees in writing to such request, SoundThinking will provide a pre-release package explaining the details and requirements for Customer's participation.

F. No Use by Third Parties.

Except as otherwise expressly set forth in this Agreement, use by anyone other than Customer of the Subscription Services, Software, Documentation, or ShotSpotter Data is prohibited, unless pursuant to a valid assignment of this Agreement as set forth in Section 20 of this Agreement.

6. CONFIDENTIALITY AND PROPRIETARY RIGHTS

A. SoundThinking Confidential Information.

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

B. Customer Confidential Information

During the term of this Agreement or any subsequent renewals, SoundThinking agrees to maintain Customer information designated by the Customer as confidential to which SoundThinking gains access in the performance of its obligations under this Agreement, and not disclose such Customer

Confidential Information to any third parties except as may be required by law. SoundThinking agrees that Customer's Confidential Information shall be used solely for the purpose of performing SoundThinking's obligations under this Agreement.

C. 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 Agreement shall not be considered to be a breach of this Agreement 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 Agreement 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 Agreement, disclose, sell, license, afford access to, distribute, or disseminate any information designated by the Discloser as confidential.

7. LIMITED WARRANTIES

A. SoundThinking warrants that the Software will function in substantial conformity with the SoundThinking Documentation accompanying the Software and Subscription Services. The Software covered under this warranty consists exclusively of ShotSpotter, the ShotSpotter Dispatch, ShotSpotter Respond, and ShotSpotter Insight applications and user interface; CaseBuilder; CaseBuilder|Crime Gun; CrimeTracer; ResourceRouter, and SafePointe Software and Subscription Services that are made available to the Customer under this Agreement as identified in Exhibit A or any subsequent amendment to this Agreement. Additional limited warranties as applicable are set forth in the Addenda attached to this Agreement and incorporated herein.

B. SoundThinking further warrants that the Subscription Services, and Software shall be free of viruses, Trojan horses, worms, spyware, or other malicious code or components.

C. SoundThinking does not warrant or represent, expressly or implicitly, that any of its Subscription Services or Software will be uninterrupted or error free; or that any SoundThinking-supplied network will remain in operation at all times or under all conditions.

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

E. The Parties acknowledge and agree that the Subscription Services are not consumer goods, and are not intended for sale to or use by or for personal, family, or household use.

EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 7, AND THE APPLICABLE ADDENDA TO THIS AGREEMENT SOUNDTHINKING MAKES AND CUSTOMER RECEIVES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF NON-INFRINGEMENT, QUALITY, SUITABLITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. CUSTOMER OBLIGATIONS.

Customer acknowledges and agrees that SoundThinking's duties, including warranty obligations, and ability to perform its obligations to Customer under this Agreement shall be predicated and conditioned upon Customer's timely performance of and compliance with Customer's obligations hereunder, including, but not limited to:

A. Customer agrees to pay all sums due under this Agreement when they are due pursuant to the payment terms in Exhibit A.

Customer's address for invoicing:
City of Fort Lauderdale Police Department
Attn: Accounts Payable
1515 W. Cypress Creek Rd.
Fort Lauderdale, FL 33309
Email: acctspayable@fortlauderdale.gov
With a copy to: mherrera@flpd.gov

Note: The Fort Lauderdale Police Department address above is a temporary location until late 2025 or early 2026 when Customer anticipates moving back to its permanent location of 1300 W. Broward Blvd., Fort Lauderdale, FL 33312.

B. Customer agrees to use reasonable efforts to timely perform and comply with all of Customer's obligations allocated to Customer under this Agreement, and its Addenda.

C. Customer shall not permit any alteration, modification, substitution, or supplementation of any SoundThinking Subscription Services or web portal, or the combining, connection, merging, bundling, or integration of the SoundThinking Subscription Services or web portal into or with any other system, equipment, hardware, software, technology, function, or capability, without SoundThinking's express prior written consent.

D. Unless otherwise expressly agreed in advance in writing by SoundThinking, Customer 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 or Software.

E. In order to use the Subscription Services, Customer must have and maintain access to the World Wide Web to enable a secure https connection from the Customer's workstation(s) to SoundThinking's hosted services, either directly or through devices that access Web-based content. Customer must also provide all equipment necessary to make such (and maintain such) connection.

F. Should criminal background checks or fingerprinting for SoundThinking employees performing any Services under this Agreement or an Addendum hereto be required by Customer, or Federal or State regulations, such background checks or fingerprinting will be conducted by Customer.

G. Customer shall be responsible for the accuracy, quality, appropriateness, and legality of all Customer data, any other Customer business information used in any Subscription Services.

H. SoundThinking will assist the Customer in initially setting up passwords and user names for Customer's employees, agents, or representatives to whom Customer designates access to the applicable Subscription Services ("Authorized Users"). Thereafter, Customer shall be responsible for assigning passwords and user names for each of its Authorized Users. Customer shall be responsible for maintaining the confidentiality and use of Customer's password and user names and shall not allow passwords and/or user names to be shared by Authorized Users; nor shall Customer permit any unauthorized users to access the Subscription Services. The maximum number of Authorized Users for the applicable Subscription Services is set forth in Exhibit A. Each Authorized User identification may only be used to access the applicable Subscription Services during one (1) concurrent login session.

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

9. INTELLECTUAL PROPERTY INFRINGEMENT

SoundThinking will, at its expense, defend and indemnify Customer 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 Customer by a third party unrelated to the Customer, in which such third party asserts a claim that the Subscription Services and/or Software, when used in accordance with SoundThinking's user 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 Customer's agreement to license the applicable SoundThinking Subscription Services and Software (collectively "Action"), provided that Customer provides SoundThinking with reasonably prompt notice of any such Action, or circumstances of which Customer 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 Customer cooperates with SoundThinking and its defense counsel in the investigation and defense of such Action.

SoundThinking 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. Customer may participate in the defense of such action at its own expense.

This Section 9 shall not apply and SoundThinking shall have no obligation to defend and indemnify Customer in the event the Customer 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 SoundThinking 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 Customer, nor to the extent that the Subscription Services or Software are used for or in connection with any purpose, application, or function other than in accordance with the SoundThinking Documentation accompanying the Subscription Services or Software.

If, in SoundThinking's opinion, any of the Subscription Services, or Software may, or are likely to become, the subject of such a suit or action, does become the subject of a claim asserted against Customer in a lawsuit which SoundThinking is or may be obliged to defend under this section, or is determined to infringe the foregoing patents or copyrights of another in a final, non-appealable judgment subject to SoundThinking's obligations under this section, then SoundThinking may in full and final satisfaction of any and all of its obligations under this section, at its option: (1) procure for Customer the right to continue using the affected Subscription Services or Software, (2) modify or replace such Subscription Services or Software to make it or them non-infringing, or (3) refund to Customer a pro-rata portion of the annual Subscription Services fees paid for the affected Subscription Services for the term in which the Agreement is terminated.

This Section 9 states the entire liability of SoundThinking and is Customer'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 any SoundThinking Subscription Services, SoundThinking Software or any component thereof. This section is in lieu of and replaces any other expressed, implied, or statutory warranty against infringement of any and all intellectual property rights.

10. INDEMNIFICATION, LIMITATION OF LIABILITY, INSURANCE

Indemnification.   SoundThinking shall, at its expense, indemnify, defend, save, and hold Customer harmless from any and all claims, lawsuits, or liability, including attorneys' fees and costs, arising out of, in connection with, any loss, damage, or injury to persons or property to the extent of the negligence, gross negligence, or wrongful act, error, or omission of SoundThinking, its employees, agents, or subcontractors as a result of SoundThinking's or any of its employees, agents, or subcontractor's performance pursuant to this Agreement.   SoundThinking shall not be required to indemnify Customer for any claims or actions caused to the extent of the negligence or wrongful act of Customer, 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 Customer, or its employees, agents, or contractors, SoundThinking's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

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

Except for its Intellectual Property infringement indemnity obligations under Section 9 of this Agreement, SoundThinking's cumulative liability for all losses, claims, suits, controversies, breaches or damages for any cause whatsoever between the two Parties, arising out of or related to this Agreement shall not exceed (i) two (2) times the amount of the annual subscription fee(s) for the twelve (12) month period in which the claim arises, or (ii) the amount of insurance maintained by SoundThinking 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.

Insurance. During the term of this Agreement, SoundThinking shall, at its expense, maintain insurance coverage in the limits below. SoundThinking will provide certificates of insurance to Customer evidencing such coverage, and name Customer as an additional insured to the commercial general liability, umbrella, and E&O/Cyber policies. The Contractor's insurance coverage shall be primary insurance for all applicable policies. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best rating of A-, VII or better.

Commercial General Liability:	$1,000,000 ea. occurrence/$2,000,000 general aggregate
	$2,000,000 aggregate Products/Comp/Op
Umbrella Liability:	$5,000,000 ea. occurrence/$5,000,000 aggregate
Auto Liability:	$1,000,000 combined single limit
Tech, E&O/Cyber Liability	$3,000,000 ea. claim/aggregate
Excess E&O/Cyber Liability	$2M XS $3M ea. claim/aggregate
Worker's Compensation:	Statutory
Employer's Liability	$2,000,000 ea. accident
	$2,000,000 disease ea. employee
	$2,000,000 disease policy limit

The certificates of insurance shall include waiver of subrogation endorsement in favor of Customer. New certificates of insurance shall be provided annually as the policies are renewed.

Certificate holder address: City of Fort Lauderdale, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301.

11. DEFAULT AND TERMINATON; REMEDIES

Either Party may terminate this Agreement in the event of a material breach of the terms and conditions of this Agreement upon thirty (30) days' prior written notice to the other Party; provided that the Party alleged to be in breach has not cured such breach within said thirty (30) day period.

In addition to the termination provisions in Section 5.C for failure to pay annual Subscription Services fees, upon the occurrence of a material breach of Customer's obligations under this Agreement not susceptible

to cure as provided in the preceding paragraph, SoundThinking may at its option, effective immediately upon written notice to Customer, either: (i) terminate SoundThinking's future obligations under this Agreement, terminate Customer's License to use the Subscription Services and Software, or (ii) accelerate and declare immediately due and payable all remaining charges for the remainder of the Agreement and proceed in any lawful manner to obtain satisfaction of the same.

12. TAXES

Unless otherwise included as a line item in Exhibit A, the fees due under this Agreement exclude any sales, use, value added or similar taxes that may be imposed in connection with this Agreement. Customer agrees that it shall be solely responsible for payment, or reimbursement to SoundThinking as applicable, of all sales, use, value-added or similar taxes imposed upon this Agreement by any level of government, whether due at the time of sale or asserted later as a result of audit of the financial records of either Customer or SoundThinking. If exempt from such taxes, Customer shall provide to SoundThinking written evidence of such exemption. Customer shall also pay any personal property taxes levied by government agencies based upon Customer's use or possession of the items acquired or licensed in this Agreement.

13. NOTICES

Any notice or other communication required or permitted to be given under this Agreement shall be in writing delivered to the address set forth in this Agreement by certified mail return receipt; overnight delivery services; delivered in person; or via email with read receipt. A Party's address may be changed by written notice to the other Party.

Notices to Customer:	Notices to SoundThinking:
City of Fort Lauderdale Attn: Kirk McDonald, Sr. Procurement Specialist Procurement Services 100 North Andrews Avenue Fort Lauderdale, FL 33301 kmcdonald@fortlauderdale.gov	SoundThinking, Inc. Attn: CFO 39300 Civic Center Dr., Ste. 300 Fremont, CA 94538 accounting@soundthinking.com

With a copy to:

City of Fort Lauderdale Police Department
Attn: Maria Herrera, Senior Financial Advisor
1515 W. Cypress Creek Road
Fort Lauderdale, FL 33309
mherrera@flpd.gov

Note: The Fort Lauderdale Police Department address above is a temporary location until late 2025 or early 2026 when Customer anticipates moving back to its permanent location of 1300 W. Broward Blvd., Fort Lauderdale, FL 33312.

14. FORCE MAJEURE

In no event shall either Party be liable to the other Party for any delay or default in its performance of any obligation under this Agreement caused directly or indirectly by an act or omission of the other Party, or persons acting under its direction and/or control, fire, flood, act of God, an act or omission of civil or military

authority of a state or nation, strike, lockout, or other labor disputes, inability to secure, delay in securing, or shortage of labor, materials, supplies, transportation, or energy, failures, outages or denial of services of wireless, power, telecommunications, or computer networks, acts of terrorism, sabotage, vandalism, hacking, natural disaster or emergency, war, riot, embargo, or civil disturbance, breakdown or destruction of plant or equipment, or arising from any cause whatsoever beyond a Party's reasonable control. Provided that the Party affected by any of the foregoing circumstances promptly notifies the other Party in writing, and such delay is susceptible to remedy within a reasonable timeframe, this Agreement may be extended for period equal to such delay as mutually agreed to in writing by the Parties.

15. ENTIRE AGREEMENT

This Agreement and its Exhibits and Addenda represent the entire agreement and understanding of the Parties and a final expression of their agreements with respect to the subject matter of this Agreement and supersedes all prior written or oral agreements, representations, understandings, or negotiations with respect to the matters covered by this Agreement.

16. GOVERNING LAW AND JURISDICTION

The validity, performance, and construction of this Agreement shall be governed by the laws of the State of Florida, without giving effect to the conflict of law principles thereof. The United Nations Convention on Contracts for the International Sale of Goods is expressly disclaimed and shall not apply. The Parties agree that any legal action arising in connection with this Agreement shall be submitted to the courts of in and for Broward County, Florida or in the event of federal jurisdiction the District Court for the Southern District of Florida.

17. NO WAIVER

No term or provision of this Agreement shall be deemed waived, and no breach excused unless such waiver or consent is in writing and signed by both Parties. Any consent by either Party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of, or excuse for any other, different, prior, or subsequent breach.

The failure of either Party to enforce at any time any of the provisions of this Agreement shall not constitute a present of future waiver of any such provisions or the right of either Party to enforce each and every provision.

18. SEVERABILITY

If any term, clause, sentence, paragraph, article, subsection, section, provision, condition, or covenant of this Agreement is held to be invalid or unenforceable, for any reason, it shall not affect, impair, invalidate or nullify the remainder of this Agreement, but the effect thereof shall be confined to the term, clause, sentence, paragraph, article, subsection, section, provision, condition or covenant of this Agreement so adjudged to be invalid or unenforceable.

19. DISPUTE RESOLUTION

If the Parties disagree as to any matter arising under this Agreement or the relationship and dealings of the Parties hereto, then at the request of either Party, SoundThinking and Customer shall promptly consult with one another and make diligent, good faith efforts to resolve the disagreement by negotiation prior to either Party taking legal action. If such negotiations do not resolve the dispute within sixty (60) days of the initial request, either Party may take appropriate legal action.

20. ASSIGNMENT

This Agreement may not be assigned or transferred by either Party, nor any of the rights granted herein, in whole or in part, by operation of law or otherwise, without the other Party's express prior written consent, which shall not be unreasonably withheld. Provided, however, that SoundThinking may assign or transfer this Agreement and/or SoundThinking's rights and obligations hereunder, in whole or in part, in the event of a merger or acquisition of all or substantially all of SoundThinking's assets.   No assignee for the benefit of Customer's creditors, custodian, receiver, trustee in bankruptcy, debtor in possession, sheriff, or any other officer of a court, or other person charged with taking custody of Customer's assets or business, shall have any right to continue or to assume or to assign these without SoundThinking's express consent.

21. COMPLIANCE WITH LAWS

During the term of this Agreement SoundThinking will comply with all applicable local, state, and federal laws, statutes and regulations, including health and safety.

22. EQUAL EMPLOYMENT OPPORTUNITY

SoundThinking is committed to equal-employment principles, and the provisions outlined in the Equal Opportunity Clauses of Executive Order 11246, (41 CFR 60- 1.4), section 503 of the Rehabilitation Act of 1973, (41 CFR 60-741.5(a)), section 402 of the Vietnam Era Veterans Readjustment Act of 1974, (41 CFR 60-250.5(a)), and, the Jobs for Veterans Act of 2003, (41 CFR 60-300.5(a)) as well as any other regulations pertaining to these orders. SoundThinking's decisions and criteria governing its hiring and employment practices are made in a non-discriminatory manner, without regard to age, race, color, national origin, citizenship status, gender (including pregnancy, childbirth or medical condition related to pregnancy or childbirth), gender identity or expression, sex, religion, creed, physical or mental disability, medical condition, legally protected genetic information, marital status, veteran status, military status, sexual orientation, or any other factor determined to be an unlawful basis for such decisions by federal, state, or local statutes.

23. CONFLICTS

Neither SoundThinking nor any of SoundThinking's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that would create a conflict of interest related to SoundThinking's performance under this Agreement.

SoundThinking further agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against Customer in any legal or administrative proceeding in which he, she, or SoundThinking is not a party, unless compelled by court process. Further, SoundThinking agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert

opinion, which is adverse or prejudicial to the interests of Customer in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude SoundThinking or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event SoundThinking is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, SoundThinking agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as SoundThinking.

24. SCRUTINIZED COMPANIES

SoundThinking certifies that it is not on the Scrutinized Companies that Boycott Israel list created pursuant to Section 215.4725, Florida Statutes (2023), and that it is not engaged in a boycott of Israel. The Customer may terminate this Agreement at the Customer's option if SoundThinking is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2023), as may be amended or revised, o has been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.575, Florida Statutes (2023), as may be amended or revised, or is engaged in a boycott of Israel.

25. PUBLIC RECORDS

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2023), TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT   954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV, ADDRESS: CITY CLERK'S OFFICE, ONE EAST BROWARD BLVD., STE. 444, FORT LAUDERDALE, FLORIDA 33301.

For purposes of this Section 23, "City" shall also mean Customer. Notwithstanding any inconsistent provisions contained in this Agreement, Contractor shall comply with Florida public records laws, and Contractor shall:

a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

b.   Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes , as may be amended or revised, or as otherwise provided by law.

c.   Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.

d.   Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall

destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

26. RIGHT TO AUDIT

Customer shall have the right to audit the books, records, and accounts of SoundThinking and SoundThinking's subcontractors, if any, that are related to this Agreement. SoundThinking shall keep, and require its subcontractors if any, to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of SoundThinking and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, SoundThinking or its subcontractor, as applicable, shall make same available at no cost to the Customer in written form.

SoundThinking and its subcontractors shall preserve and make available, at reasonable times, and following reasonable notice, for examination and audit by Customer at SoundThinking's premises, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. Customer shall be responsible for its travel expenses associated with such audit. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by Customer to be applicable to SoundThinking and its subcontractors' records, SoundThinking and its subcontractors shall comply with all requirements thereof; however, SoundThinking and its subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for Customer's disallowance and recovery of any payment upon such entry.

SoundThinking shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section.

SoundThinking shall maintain during the term of this Agreement maintain all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement.

27. PUBLIC ENTITY CRIME ACT

SoundThinking represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to Customer, may not submit a bid on a contract with Customer for the construction or repair of a public building or public work, may not submit bids on leases of real property to Customer, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant

under a contract with Customer, and may not transact any business with Customer in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by Customer pursuant to this Agreement, and may result in debarment from Customer's competitive procurement activities.

28. STANDARD OF CARE

SoundThinking represents that SoundThinking is qualified to perform the work under this Agreement, that SoundThinking and its subcontractors, if any, possess current, valid state and/or local licenses to perform the work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

29. E-VERIFY

A. In compliance with Section 448.095, Fla. Stat., SoundThinking shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of new employees hired by SoundThinking during the term of this Agreement. If any subcontractors are utilized in providing the services under this Agreement, SoundThinking shall require such subcontractors to comply with the foregoing and include this requirement in the applicable subcontract agreement.

B. Should Customer have a good faith belief that SoundThinking has knowingly violated Section 448.09(1), Fla. Stat., this Agreement will be terminated by Customer. Termination for violation of Section 448.09(1). Fla. Stat. is not termination for breach and shall not be considered as such. SoundThinking acknowledges that upon termination of this Agreement by Customer for a violation of Section 448.09(1). Fla. Stat., SoundThinking may not be awarded a public contract for at least one (1) year after the termination date.

30. GENERAL PROVISIONS

A. This Agreement and its Addenda shall be binding on and inure to the benefit of the Parties and any permitted successors and assigns; however, nothing in this paragraph shall be construed as a consent to any assignment by either Party except as provided in Section 20 of this Agreement.

B. This Agreement shall not become a binding contract until signed by an authorized representative of each Party, effective as of the date of signature.

C. This Agreement and its Addenda may be executed in any number of identical counterparts, each of which shall be deemed a duplicate original.

D. The provisions of this Agreement and Addenda shall not be construed in favor of or against either Party because that Party or its legal counsel drafted this Agreement, but shall be construed as if all Parties prepared this Agreement.

E. An electronic signature copy of this Agreement and its Exhibits, Addenda, notices and documents prepared under this Agreement shall be considered an original. The Parties agree that any

document in electronic format or any document reproduced from an electronic format shall not be denied legal effect, validity, or enforceability, and shall meet any requirement to provide an original or hard copy.

F. This Agreement is made for the benefit of the Parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the Parties to terminate, rescind, or agree to any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party.

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

CITY OF FORT LAUDERDALE   **SOUNDTHINKING, INC.**

_____   _____
Accepted By (Signature)   Accepted By (Signature)

                                              Roxanne Lerner
_____   _____
Printed Name   Printed Name

                                              Director of Contracts
_____   _____
Title   Title

_____   _____
Date   Date

ADDENDUM ONE - SHOTSPOTTER® SUPPLEMENTAL TERMS

This Addendum One ("Addendum One") to the SoundThinking™, Inc. Master Services Agreement (the "Agreement") by and between SoundThinking, Inc. ("SoundThinking") and the City of Fort Lauderdale ("Customer") is effective as of the last date of signature below.

The following provisions are expressly added to and made a part of the Agreement for the purposes of further defining the ShotSpotter® Subscription Services and terms of use. In the event of a conflict between this Addendum One and the Agreement, this Addendum One shall control:

In consideration of the Parties' mutual covenants and promises set forth in this Addendum One, the Parties Agree as follows:

Section numbers correspond to the section numbers in the Agreement.

Section 2 DEFINITIONS

ShotSpotter

Insight means the internet portal to which Customer will have access to Reviewed Alerts with respect to the ShotSpotter® Gunshot Detection, Location, and Forensics System.

Coverage Area means the area in square miles covered by the ShotSpotter Services as set forth in Exhibit A and increase to the Coverage Area as agreed to in writing between the Parties.

Reviewed Alerts means the data reviewed by SoundThinking's incident review staff related to gunfire incidents detected by the ShotSpotter Gunshot Detection, Location, and Forensic Analysis Service.

Section 3 SUBSCRIPTION SERVICES

ShotSpotter

B. As an existing end user customer, SoundThinking has previously implemented ShotSpotter in the Customer's existing 4.66 sq. mi. Coverage Area. SoundThinking will install the ShotSpotter System in the 2.11 sq. mi. expansion Coverage Area specified in Exhibit A attached to the Agreement. SoundThinking 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 the Agreement and this Addendum One.

C. SoundThinking will be responsible for determining the location(s) for installation of acoustic sensor(s) (the "Sensors") that detect gunshot-like sounds, and obtaining permission from the premises owner/property manager/lessee. SoundThinking owns, and is responsible for maintenance of the Sensors.

D. The ShotSpotter System acoustic Sensor may use wired, wireless, or cellular wireless communications which necessitates the existence of a real-time data communications

channel from each Sensor to the SoundThinking 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 SoundThinking to provide the Subscription Services. In such circumstances SoundThinking will use commercially reasonable efforts to obtain alternate wired or wireless cellular communications or adjust the Coverage Area as necessary. In the event SoundThinking is unable to do so, SoundThinking will terminate the ShotSpotter Subscription Services and refund a pro-rata portion of the annual Subscription Services fee to Customer.

E. SoundThinking will provide Customer with user documentation, online help, written or recorded video training material, and other applicable documentation (as available).

F. SoundThinking will provide reasonable efforts to respond via email to requests for support relating to incident classification as defined in the Support Level Matrix provided at Attachment A.

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

H. The ShotSpotter Subscription Services shall consist of (i) providing access to the Customer of Reviewed Alerts delivered via the Insight password-protected internet portal and user interface supplied by SoundThinking; (ii) providing Customer access to historical Reviewed Alerts and incident information via the ShotSpotter Software; and (iii) other services as specified in the Agreement and its Exhibits or this Addendum One.

I. SoundThinking will use commercially reasonable efforts to respond to support requests as set forth in the Support Level Matrix provided at Attachment A to this Addendum One. These requests may be made to SoundThinking through one of the following methods: 1) email to support@soundthinking.com; 2) Live Chat through the ShotSpotter Subscription Services applications: 3) A phone call to SoundThinking's Customer Support organization at 888.274.6877, option 4. These are the only methods SoundThinking will receive and respond to support requests.

Tier 1 (as defined in the Support Matrix included at Attachment A). A SoundThinking Customer Support specialist will be responsible for receiving Customer 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 Customer in resolving the Customer's reported problems. In the event the problem cannot be resolved within 24 hours, requiring further research and troubleshooting, SoundThinking will use commercially reasonable efforts to resolve the issue within seventy-two (72) hours of

receipt of the report. In the event that the ShotSpotter Subscription Service is fully nonfunctional, and it is not due to power outage or other reasons that are outside of SoundThinking's control, SoundThinking will work continuously to restore functionality of the Subscription Services in accordance with the standard ShotSpotter user documentation provided with the Subscription Services as soon as reasonably possible, and no later than seventy-two (72) hours of receipt of the report.

J. FORENSIC REPORTS.

   i. Investigative Lead Summary ("ILS"). SoundThinking 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 is very valuable on scene, helping law enforcement 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.

   ii. Detailed Forensic Report ("DFR"). If requested by Customer, SoundThinking will provide a DFR for any ShotSpotter-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. Secondarily, the DFR is available for use by law enforcement to obtain a search warrant or to investigate an Officer Involved Shooting.

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

K. EXPERT WITNESS SERVICES.

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

Section 4 INITIAL TERM AND RENEWAL

ShotSpotter

A. Commencement of ShotSpotter Subscription Services. The ShotSpotter Subscription Services shall commence on November 18, 2024 for the Customer's existing 4.66 sq. mi. Coverage Area (Phase I and Phase II), and for the 2.11 sq. mi. expansion (Phase III), on the date that the ShotSpotter System is made available to Customer for live use ("go live"). The initial term of the Agreement is for a three (3) year period, with the option to renew for two (2) additional one (1) year periods. The year two annual fee for Phase III will be pro-rated based on the anniversary date of go live for Phase III to provide a coterminous subscription period for Phase I, Phase II, and Phase III.

B. Failure to renew ShotSpotter Subscription Services. If Customer fails to renew prior to the expiration of the then current subscription term, the Subscription Services will terminate and the Customer's access to the Subscription Services will be disabled.   At its discretion, SoundThinking may remove the ShotSpotter System and any components from the Coverage Area at that time. If SoundThinking does not remove the ShotSpotter System from the Coverage Area, Customer may reinstate the ShotSpotter Subscription Services at a later date by renewing this Agreement and payment of the applicable reactivation and ShotSpotter Subscription Services renewal fees; however, Customer will not have access to any Reviewed Alerts that they would have had access to during the lapsed period.

Section 5 LICENSE AND OWNERSHIP

ShotSpotter Data

A. Rights in Data.

SoundThinking shall own and have the unrestricted right to use the ShotSpotter Data, as that term is defined in the Agreement, for internal purposes such as research or product development. SoundThinking may provide, license, or sell the ShotSpotter Data on an aggregated basis to third parties (excluding press or media) to be used for research or analytical purposes, or for law enforcement and/or security purposes.

SoundThinking will not release or disseminate to any person or entity ShotSpotter Data 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. SoundThinking will not release, sell, license, or otherwise distribute the gunfire alert ShotSpotter Data to the press or media without the prior express written consent of an authorized representative of the Customer.

Customer shall have the unrestricted right to download, make copies of, distribute, and use the ShotSpotter Data 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, and

for community engagement and community services initiatives. <u>Customer shall not provide to, license the use of, or sell the ShotSpotter Data to any third parties, which restriction will not pertain to (i) the collaboration with other law enforcement agencies for the purposes of investigating and prosecuting crimes detected by the ShotSpotter Subscription Service; or (ii) government or non-governmental entities focused on the support of victims of gun crime in the local community; or (iii) entities focused on local community outreach and/or violence intervention</u>.

Section 6 CONFIDENTIALITY AND PROPRIETARY RIGHTS

SoundThinking Privacy Policy

A. SoundThinking Privacy Policy.

With respect to the ShotSpotter Subscription Services, SoundThinking 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 customers. These efforts to maintain privacy include the following:

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

2) SoundThinking 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 data.

Section 7 LIMITED WARRANTIES

ShotSpotter Subscription Services and Software Additional Limited Warranties and Disclaimers

A. The ShotSpotter Subscription Services are not designed, sold, or intended to be used to detect, intercept, transmit, or record oral or other communications of any kind. SoundThinking cannot control how the ShotSpotter Subscription Services are used, and, accordingly, SoundThinking does not warrant or represent, expressly or implicitly, that use of the ShotSpotter Subscription Services will comply or conform to the requirements of federal, state, or local statutes, ordinances, and laws, or that use of the ShotSpotter Subscription Services will not violate the privacy rights of third parties. Customer shall be solely responsible for using the ShotSpotter Subscription Services in full compliance with applicable law and the rights of third persons.

B. SoundThinking does not warrant or represent, expressly or implicitly, that the ShotSpotter System or its use will: result in the prediction or 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 any reason including the discharge of a firearm or other weapon; or in all cases result in a Reviewed Alert for all firearm discharges within the designated coverage area; or that the ShotSpotter-supplied network will remain in operation at all times or under all conditions.

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

EXCEPT AS EXPRESSLY SET FORTH IN SECTION 7 OF THE AGREEMENT AND THIS ADDENDUM ONE, SOUNDTHINKING MAKES AND CUSTOMER RECEIVES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF NON-INFRINGEMENT, QUALITY, SUITABLITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Section 8 Customer Obligations

SoundThinking

A. Customer agrees to utilize the ShotSpotter Ground Truth feature, which will assist both the Fort Lauderdale Police Department and SoundThinking in tracking successful outcomes.

Section 11 DEFAULT AND TERMINATION; REMEDIES

Termination of Access to ShotSpotter Data

In addition to the termination provisions in Section 5. C of the Agreement, upon termination of the Agreement, Customer's access to ShotSpotter Data will terminate, and SoundThinking will cease delivering Reviewed Alerts for ShotSpotter.

THE PARTIES HERETO HAVE EXECUTED THIS ADDENDUM ONE CONTEMPORANEOUSLY WITH THE AGREEMENT.

CITY OF FORT LAUDERDALE   **SOUNDTHINKING, INC.**

_____   _____
Accepted By (Signature)   Accepted By (Signature)

                                               Roxanne Lerner
_____   _____
Printed Name   Printed Name

                                               Director of Contracts
_____   _____
Title   Title

_____   _____
Date   Date

ATTACHMENT A – SERVICE LEVEL AGREEMENT

ShotSpotter® Gunshot Detection, Location System

Reviewed Alert Service Levels

Summary

Under the terms and conditions of the SoundThinking Master Services Agreement and this Addendum One between SoundThinking, Inc. ("SoundThinking") and Customer, SoundThinking commits to meet or exceed the following Service Level Agreement (SLA) standards as it provides its ShotSpotter Gunshot Location Services[1]:

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

Gunshot Detection & Location Performance

The ShotSpotter System 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

SoundThinking's real-time Incident Review Center (IRC) will review at least 90% of all gunfire incidents within 60 seconds. This human review is intended to confirm or change the machine classification of the incident type, and, depending on the reviewer's confidence level that the incident is or may be gunfire, will result in an alert ("Reviewed Alert") sent to the Customer's 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

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

Reviewed Alerts are sent to the Customer'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 Customer with full and immediate access to incident history including information SoundThinking uses in its internal review process. This information includes, among other things, the initial incident classification and any reclassifications of an incident, incident audio wave forms, and incident audio files. This data access is available as long as the Customer is under active subscription.

Service Availability

The ShotSpotter System[2] will be able to detect gunfire and available to users with online access to ShotSpotter data 99.9% of the time, on a 24x7 by 365 day per year basis, excluding: a) scheduled maintenance periods which will be announced to Customer in advance; b) select holidays; and c) third party network outages beyond SoundThinking's control.

Customer SLA Credits

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

Service Level Exclusions and Modifications

SoundThinking takes commercially reasonable efforts to maintain Service Levels at all times. However, Service Level performance during New Year's Eve and Independence Day and the 48-hour periods before and after these holidays, are specifically excluded from Service Level standards. During these excluded periods, because of the large amount of fireworks activity, SoundThinking uses fireworks suppression techniques[3].

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

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[2] ShotSpotter Subscription Service includes all database, applications, and communications services hosted by SoundThinking, Inc. at our data center and specifically exclude Customer's internal network or systems or 3rd party communications networks, e.g. Verizon, AT&T, Sprint/T-Mobile, or Customer's Internet Service Provider.

[3] SoundThinking will put the ShotSpotter System into "fireworks suppression mode" during this period in order to reduce the non-gunfire incidents required for human classification. SoundThinking will formally inform the Customer prior to the System being placed in fireworks suppression mode and when the mode is disabled. While in fireworks suppression mode, the incident alerts determined to be fireworks are not sent to the reviewer nor the Customer 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.

Service Failure Notification

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

Customer Responsibilities

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

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

Customer is responsible for providing any required workstations, mobile devices and internet access for the Customer'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	• Login support • Report a misclassification • Report a missed incident • Report a mislocated incident • Basic audio request • General/application questions • Request for ILS	Normal Support: • Analysis of missed gunshots • Detailed audio search • Performance analysis • Integration issues Critical Support: • System outage
Hours of Operation	24x7x365	Normal Support: 5 am – 11 pm Pacific Time Zone Escalation: 24x7x365

ShotSpotter – Definition of Key Terms

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

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

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

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

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

ShotSpotter System performance is guaranteed after a "Statistically Significant" set of incidents has been detected in accordance with timeframes set forth herein, and commercial system acceptance, if applicable. The ShotSpotter System is designed to detect gunfire which is typically well distributed throughout the Coverage Area; however, performance should not be construed to mean that 90% of gunfire fired at any given location within the Coverage Area will be detected and located within the guaranteed accuracy.

The ShotSpotter 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 A – SOUNDTHINKING PROPOSAL

SoundThinking Proposal No.: FTLAUD081524

(Attached on Following Pages)

Price Proposal to Renew and Expand Subscription-Based Gunshot Detection, Location, and Forensic Analysis Service for Fort Lauderdale, FL
August 15, 2024
Proposal ID: FTLAUD081524

Submitted by: **Nikki Britto – Sales Director, Southeast Region**
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SOUNDTHINKING, INC.
for greater public safety™

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Executive Summary

Introduction

SoundThinking™ is pleased to provide this proposal to renew and expand the City's gunshot detection, location, and forensic analysis services per the City of Fort Lauderdale's request. SoundThinking is honored to have served the City in its gun violence reduction efforts since October 2020, and we are pleased to present the following proposal for an expansion of 2.11 square miles, comprising Melrose Park (1.0 square mile), Riverland (0.97 square mile), and Sailboat Bend (0.14 square mile), bringing Ft. Lauderdale's total coverage to 6.77 square miles. While the original coverage area was deemed the most critical at the time of the original deployment, there are additional areas of Ft. Lauderdale that will benefit from ShotSpotter® coverage. SoundThinking has collaborated with the Police Department to identify those areas that will benefit most from expanded coverage.

As you may be aware, the Department's current ShotSpotter subscription expires on November 17, 2024. To that end, this proposal includes an additional three-year term of the current subscription (November 18, 2024 through November 17, 2027) for the 4.66 square mile coverage area.

Data-Driven Results

The ShotSpotter gunshot detection, alert, and analysis services provide what would be otherwise unobtainable, critical real-time gunfire intelligence. The core capabilities of the ShotSpotter solution are:

DETECT – ShotSpotter detects and locates gunfire incidents to enable a fast, precise response to over 90% of shooting incidents within the targeted areas. This has a powerful deterrent effect and disrupts the gun violence cycle.

PROTECT – ShotSpotter alerts allow first responders to respond swiftly to find victims and save lives. Cities with ShotSpotter report a 3.5-minute reduction in transport time for gunshot victims. In addition, ShotSpotter helps protect officers by providing them with comprehensive data on the actual amount of gunfire activity that occurs in the neighborhoods they patrol and provides critical situational awareness when responding to specific incidents.

CONNECT – By applying community policing-oriented best practices, ShotSpotter provides a unique opportunity for law enforcement agencies to connect with vulnerable communities. Rapid response to gunfire incidents in communities that have been most impacted by gun violence builds positive attitudes towards law enforcement and leads to more constructive engagements and cooperation.

ShotSpotter has become an indispensable crime-fighting tool for these agencies. In light of the community dynamics that fuel gun violence and the well-documented challenges of relying solely on 9-1-1 calls for assistance, SoundThinking's ShotSpotter technology is critical in providing support to the community and addressing the following issues:

- Under-reporting of persistent gunfire: Nationwide, on average, less than 20% of gunfire incidents are reported to 9-1-1. Why don't residents call? The answer is complex, but typically involves the following concerns:
  - Recognition: "Was that gunfire, fireworks, or something else?"
  - Retaliation: "If they find out I called, will they come after me?"

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       o   Resignation: "No one came the last time I called…"

Without ShotSpotter, most law enforcement agencies are working with an 80% to 90% deficiency in their gun violence-related intelligence.

- **Late and inaccurate information:** When a citizen reports a gunfire incident, the 9-1-1 call typically comes several minutes after the event occurred, and based on analysis, the location provided is usually mislocated by 750 feet (on average). As a result, valuable time and resources are wasted trying to locate the incident, diminishing the opportunity to identify suspects and witnesses, recover evidence, and most importantly, render life-saving aid to victims.

The ability to receive near real-time gunfire intelligence data provides law enforcement agencies with a critical advantage in their efforts to reduce and prevent gun violence and improve officer safety. Specific results include:

- Officers can more quickly and accurately go directly to the scene of the shooting
- Situational awareness is vastly improved over what is available when relying solely on the 9-1-1 system
- Law enforcement has a better chance of arriving before the shooter has left the scene
- Officers are more likely to find evidence in the form of shell casings (which, in conjunction with NIBIN/IBIS, provide valuable investigative leads) and/or other ground truth that can aid in the investigation
- Officers are more likely to find witnesses who may have information that can aid in the investigation
- Community engagement is heightened, which often translates into more information from the community (e.g., tip lines, field interviews, etc.)
- Enhanced targeted enforcement (precision policing)
- More court-admissible and scientifically sound forensic evidence is available to strengthen prosecutions of the worst offenders

ShotSpotter also provides invaluable data that can be analyzed to move law enforcement agencies from a reactive to a proactive position. Our gunshot detection solutions have historically helped law enforcement agencies to:

- Effectively identify, analyze, and respond to gun crime
- Increase casings collection programs (which in conjunction with NIBIN/IBIS, provide valuable investigative leads)
- Build an extensive casings database to maximize data value:
    - Data can be analyzed in conjunction with ShotSpotter data to identify "hot addresses"
    - Results inform deployment of resources and targeted investigations
- Faster turnaround time for results with NIBIN program can lead to more cases being solved more quickly

ShotSpotter forensic evidence can be a powerful demonstrative tool for a prosecutor at trial. The audio of the gunfire played for the jury during trial and the precise timing and location of the gunfire plotted onto a Google Earth map can be compelling and tangible evidence against a defendant. ShotSpotter forensic evidence has been testified to by our expert witnesses in over 100 prosecutions in criminal courts throughout the United States.

Our goal is not to simply deliver technology, but rather to become a valuable partner. To that end, the SoundThinking Customer Success Team comprises former law enforcement

executives who have first-hand experience in successfully deploying and using ShotSpotter. Our mission is your success: our Customer Success Team will work closely with the Department from the earliest stages of your deployment through the life of the subscription to ensure the Department has full access to our best practices and training components that drive successful outcomes.

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

SoundThinking's SafetySmart Platform

The SafetySmart platform brings together specialized software and objective data to help law enforcement and civic leadership better protect their communities by ensuring the right resources are provided when and where they are needed most. As a trusted partner to many law enforcement agencies, SoundThinking has been both a firsthand witness and participant in the evolution of policing as it faces increasing challenges, such as staffing shortages, aging technologies, and exponential growth in data (as well as the need to access, analyze, and share data). In response to these challenges, SoundThinking has developed our SafetySmart platform that provides a range of tools beyond gunshot detection to help law enforcement agencies operate and collaborate more efficiently.


SafetySmart Platform
Better Information • Better Decisions • Better Outcomes

ShotSpotter
Gunshot Detection
- Real-time alerts for rapid, precise response to save lives
- Increase evidence recovery and NIBIN leads
- Enhance gun violence prevention/intervention with Data for Good

CaseBuilder
Digital Case Management
- One-stop digital case folder houses all data and workflows
- Analytical and collaboration tools accelerate and improve solvability
- More efficient and effective case handling

CaseBuilder Crime Gun
Gun Crime Management
- Centralized collaboration on gun crime activities including Respond alerts and NIBIN leads
- Prioritize and track leads and tasks
- Operational insights on case outcomes for stakeholder feedback

CrimeTracer
Investigative Lead Generation
- Accelerate investigations with largest database of local and regional crime data in single portal
- Advanced link analysis detects relationships between people, places, and things

ResourceRouter
Community-First Patrol Management
- Data-driven deployment of patrol resources for more effective crime deterrence
- Drive accountability into officer activity
- Reduce over-policing and bias in patrols

SafePointe
Weapons Detection
- AI-driven weapons detection allows high throughput without disruption
- Unmanned screening at a lower overall cost of ownership
- Passive concealed sensors for better screening experiences

The SafetySmart platform brings the power of digital transformation to law enforcement. Together or separately, these data-driven solutions act as a force multiplier and help drive deeper community engagement by delivering better information, enabling better decisions, and driving better outcomes, for more efficient, effective, and equitable policing.

ShotSpotter®

Proposed Coverage Areas

ShotSpotter is deployed to provide coverage for one or more specified areas, each bounded by a specific coverage area perimeter. SoundThinking has designed the proposed coverage area based upon the Department's requirements and analysis of historical crime data. The areas delineated by a red boundary in the images below are rough estimates of the proposed coverage areas based on the Department's specifications; please note, the final coverage area may vary.
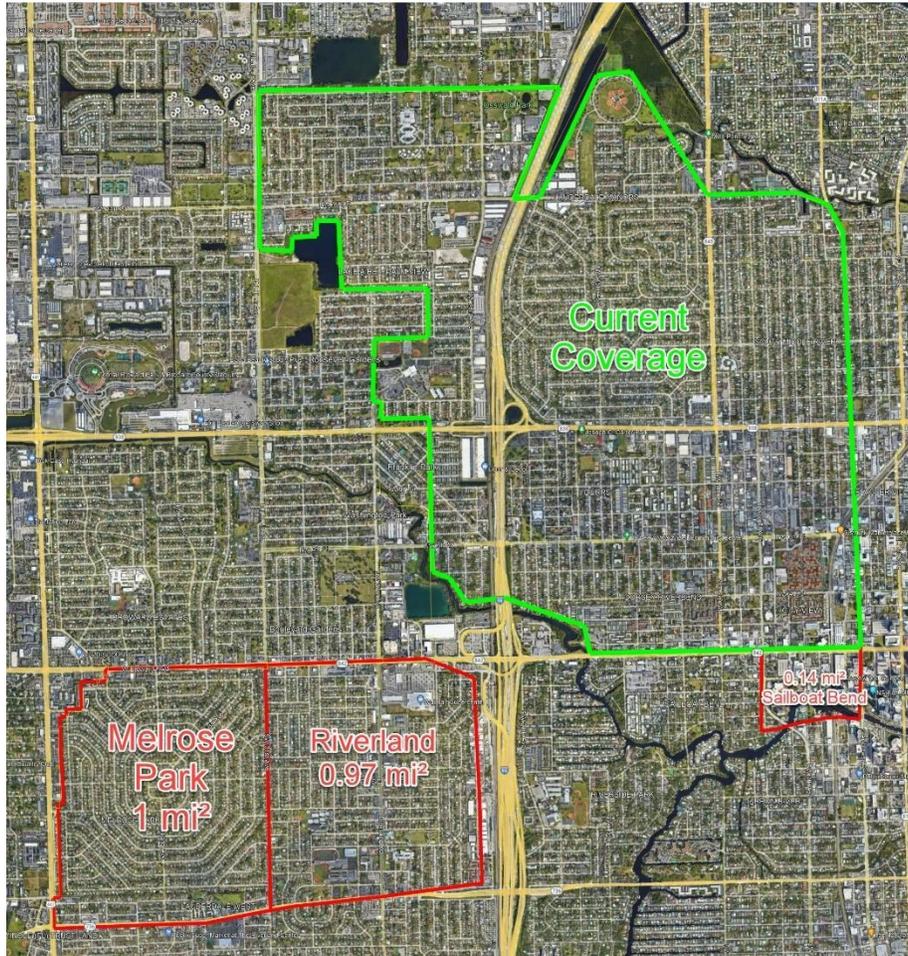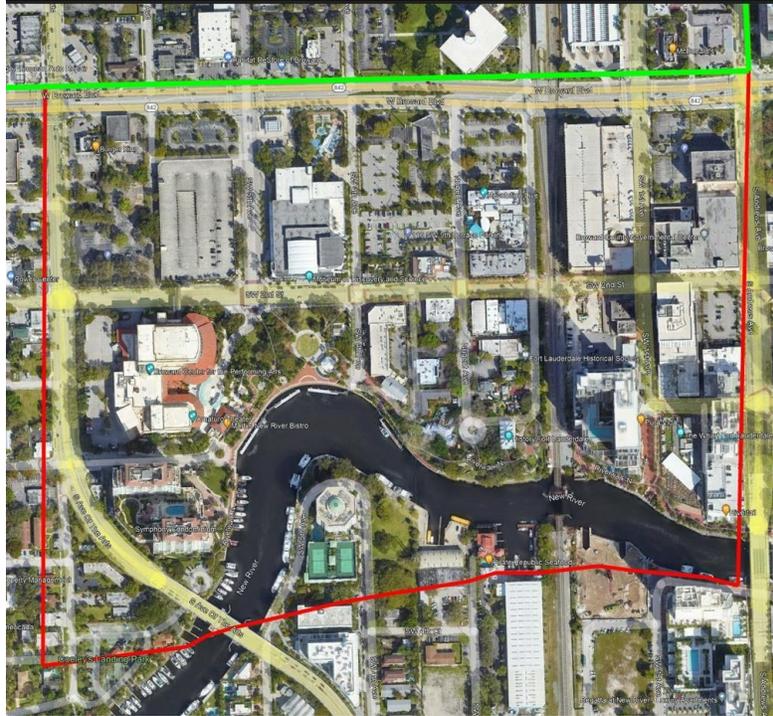

Figure 1. Current and Expanded Coverage Areas

Figure 2. Melrose Park Coverage Area = 1.0 square mile

Figure 3. Riverland Coverage Area = 0.97 square mile

Figure 4. Sailboat Bend 0.14 square mile

Pricing

The tables below summarize the pricing for the proposed coverage area expansion for a three-year subscription term and two optional years.

2.11 mi^2 Coverage Area Expansion: Three-Year Term

Description	Year One	Year Two	Year Three	Three-Year Total
ShotSpotter Annual Subscription Fee*	$158,250	$158,250	$158,250	$474,750
Annual Fee Subtotal	**$158,250**	**$158,250**	**$158,250**	**$474,750**
ShotSpotter One-Time Onboarding Fee	$21,100	N/A	N/A	$21,100
ShotSpotter Multi-Year Term Commitment Waiver**	($21,100)	N/A	N/A	($21,100)
One-Time Fee Subtotal	**$0**	**N/A**	**N/A**	**$0**
Annual Total	**$158,250**	**$158,250**	**$158,250**	**$474,750**

*The current annual ShotSpotter subscription fee is $75,000 per square mile.

**One-Time Fee waived based on a minimum three-year term commitment. Please refer to the Pricing Assumptions for details.

Optional Extended Pricing for 2.11 mi^2 Expansion

Description	Total
Option Year Four: ShotSpotter Annual Subscription Fee	$158,250***
Option Year Five: ShotSpotter Annual Subscription Fee	$158,250***
Annual Fee Subtotal	**$316,500**

***If the standard annual ShotSpotter subscription fee has increased, this pricing is subject to an increase not to exceed 5% in each option year.

Expansion Payment Terms

Payment for the subscription shall be as follows:

Three-Year Payment Terms	
• 50% of fees due upon execution of agreement	$79,125
• 50% of fees due upon ShotSpotter service activation (live) status	$79,125
• 100% of Year 2 fee due prior to first anniversary of ShotSpotter live status	$158,250
• 100% of Year 3 fee due prior to second anniversary of ShotSpotter live status	$158,250

Option-Year Payment Terms	
• 100% of Year 4 fee due prior to third anniversary of ShotSpotter live status	$158,250
• 100% of Year 5 fee due prior to fourth anniversary of ShotSpotter live status	$158,250

Forensic Consultation Services

Forensic Consultation Service Fee (Expert Witness Services)	$350/hour

Expert Witness Testimony Services are available upon request and billed separately at the above rate.

Subscription New Pricing for Current Coverage

The table below summarizes the new subscription for the Department's current 4.66 mi². Please note, the current rate for the Department's coverage area is now below our current market pricing ($75,000 per square mile as of January 1, 2024). However, we are offering the Department the opportunity for a new three-year term, which allows the Department fixed and firm pricing at $70,000 per square mile for the duration of the initial term of the agreement.

Description	Total
Year One: Annual ShotSpotter Subscription Services for Phase I and Phase II for November 18, 2024 through November 17, 2025.*	$326,200
Year Two: Annual ShotSpotter Subscription Services for Phase I and Phase II for November 18, 2025 through November 17, 2026.	$326,200
Year Three: Annual ShotSpotter Subscription Services for Phase I and Phase II for November 18, 2026 through November 17, 2027.	$326,200
Annual Fee Subtotal	**$978,600**
Option Year Four: Annual ShotSpotter Subscription Services for Phase I and Phase II for November 18, 2027 through November 17, 2028.	$342,510**
Option Year Five: Annual ShotSpotter Subscription Services for Phase I and Phase II for November 18, 2028 through November 17, 2029.	$349,500***
Optional Annual Fee Subtotal	**$692,010**
Total	**$1,670,610**

*The discounted annual ShotSpotter subscription fee is $70,000 per square mile.

**Option Year Four includes our standard 5% adjustment for customers paying less than our current annual rate.

***Option Year Five reflects the current annual ShotSpotter subscription fee of $75,000 per square mile. If the annual ShotSpotter subscription fee has increased, this pricing is subject to an increase not to exceed 5% for Year Five.

General Pricing Assumptions

This pricing is submitted based on the following assumptions:

- Services will be delivered under the terms of the SoundThinking Master Services Agreement and its Exhibits and Addenda, to which this Proposal will be attached as Exhibit A.
- This pricing does not include any state or local taxes; if taxes are applicable, we will be happy to provide an amended quote upon request.
- This proposal and all pricing contained herein remains valid until December 2, 2024.

ShotSpotter Pricing Assumptions

This pricing is submitted based on the following assumptions:

- The Expansion Multi-Year Term Commitment waiver will be applied to the one-time Service Initiation fee and is contingent upon SoundThinking receiving a three-year term commitment allowing us to invoice automatically for each annual subscription term over the three years of the agreement, without any requirement for obtaining additional approvals, purchase orders, or notifications.
- Subscription Renewal pricing for the current coverage area is contingent upon SoundThinking receiving a three-year contract commitment by December 2, 2024, allowing us to invoice the Department automatically for each annual subscription term

over the three years of the agreement, without any requirement to obtain additional approvals, purchase orders, or notifications from the Department.

- No onboarding services are proposed. SoundThinking assumes that the customer will perform any required onboarding services.
- The Department will provision network access to meet SoundThinking minimum specifications and requirements for all computers (PCs and MDCs) that will access the ShotSpotter service.