



E-248-16

Department: POLICE

## Contract Details

SERVICE: Gunshot Detection &amp; Location System

NIFS ID #: CLPD16-000

007

NIFS Entry Date:

9-7-16

Term: from 8/26/15 to 8/26/18

New <input type="checkbox"/> Renewal <input checked="" type="checkbox"/>	1) Mandated Program:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Amendment <input checked="" type="checkbox"/>	2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Time Extension <input checked="" type="checkbox"/>	3) CSEA Agmt. § 32 Compliance Attached:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Addl. Funds <input checked="" type="checkbox"/>	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>	5) Insurance Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
RES#		

## Agency Information

Vendor	
ShotSpotter, Inc.	Vendor ID#: 470949915
Addresses:  7979 Gateway Blvd. Suite 210 Newark, CA 94560	Contact Person Sonya Strickler, VP  Phone: 1-510-794-3134 sstrickler@shotspotter.com

County Department
Department Contact D/Lt. Kenneth Strigaro
Address COS 1490 Franklin Ave., Mineola, NY 11501 Phone 516-573-7500

## Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Approved / Fwd'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	<input checked="" type="checkbox"/> 9-2-16	CA [Signature]	
	OMB	NIFS Approval	<input checked="" type="checkbox"/> 9/30/16	William Cate	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Vertical DCE	NIFS Approval	<input type="checkbox"/>		
	Department	Vendor Administration NIFS Appvl (Dept. Head)	<input type="checkbox"/>		
10/8/16	County Attorney	CA RE&I Verification	<input checked="" type="checkbox"/> 10/8/16	[Signature]	
10/16/16	County Attorney	CA Approval as to form	<input checked="" type="checkbox"/> 10/16/16	[Signature]	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
10/24/16	LEG	Legislative Affairs	<input type="checkbox"/> 10/24/16	[Signature]	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>		<input type="checkbox"/>		
	County Attorney	NIFS Approval	<input type="checkbox"/>		
	County Comptroller	NIFS Approval	<input type="checkbox"/>		
10/31/16	County Executive	Notarization Filed with Clerk of the Leg.	<input type="checkbox"/> 10/31/16	[Signature]	

RECEIVED  
CLERK OF THE LEGISLATURE  
NASSAU COUNTY  
OCT 31 2016



## Contract Summary

<b>Description:</b> Amend contract for Services with ShotSpotter, Inc. to extend term for three years for upgrade and maintenance of gunshot detection and location system.
<b>Purpose:</b> This is a sole source vendor. Please see memo from original agreement attached (CQPD08-000004)
<b>Method of Procurement:</b> Sole Source/Executive Order 1 of 1993.
<b>Procurement History:</b> See above.
<b>Description of General Provisions:</b> ShotSpotter, Inc. delivered a gunshot location and detection system to the Nassau County Police Department that provides specific locations where gunshots occur. Amendment in accordance with original agreement for purposed of upgrading the technology and extended warranty and support of the system.
<b>Impact on Funding / Price Analysis:</b> The additional amount to be encumbered by the Police Department/County for these annual upgrades and extended warranty support shall be a total of \$194,486.00.
<b>Change in Contract from Prior Procurement:</b> N/A
<b>Recommendation:</b> Approve as submitted.

## Advisement Information

BUDGET CODES	
Fund:	PDH
Control:	10
Resp:	PDH1135
Object:	DE500
Transaction:	107

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$ 194,486.00
Federal	\$
State	\$
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$ 194,486.00</b>

LINE	INDEX/OBJECT CODE	AMOUNT
1		\$
2	PDPDH1135/DE500	\$ 194,486.00
3		\$
4		\$
5		\$
6		\$
<b>TOTAL</b>		<b>\$194,486.00</b>

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: **Tatum Fox, Esq.**

Date: **7/26/16**

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name: <i>[Signature]</i>
Name	Name	Date: <i>10/31/16</i>
Date	Date	(For Office Use Only)
		<b>E #:</b>



# Nassau County Interim Finance Authority

## Contract Approval Request Form (As of January 1, 2015)

1. Vendor: ShotSpotter, Inc.

2. Dollar amount requiring NIFA approval: \$ \$194,486.00

Amount to be encumbered: \$ \$194,486

This is a ☐ New Contract ☐ Advisement ☒ Amendment

If new contract - \$ amount should be full amount of contract

If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA

If amendment - \$ amount should be full amount of amendment only

3. Contract Term: 8/26/15 - 8/26/18

Has work or services on this contract commenced? ☒ Yes ☐ No

If yes, please explain: This is an extension of an existing contract.

### 4. Funding Source:

☐ General Fund (GEN) ☐ Grant Fund (GRT) Federal % ☐  
☐ Capital Improvement Fund (CAP) State % ☐  
☒ Other County % 100

Is the cash available for the full amount of the contract? ☒ Yes ☐ No

If not, will it require a future borrowing? ☐ Yes ☐ No

Has the County Legislature approved the borrowing? ☐ Yes ☐ No ☐ N/A

Has NIFA approved the borrowing for this contract? ☐ Yes ☐ No ☐ N/A

### 5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

ShotSpotter delivers gunshot detection and location systems for the NCPD.

### 6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form ☐ Yes ☐ No ☐ N/A  
Nassau County Committee and/or Legislature ☐ Yes ☐ No ☐ N/A

Date of approval(s) and citation to the resolution where approval for this item was provided:

### 7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

CQPD08-000004

## AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

Signature Roseann Miller Title \_\_\_\_\_ Date 10/12/14

Print Name

**COMPTROLLER'S OFFICE**

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

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Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

## NIFA

Amount being approved by NIFA: \_\_\_\_\_

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Signature \_\_\_\_\_
Title \_\_\_\_\_
Date \_\_\_\_\_

Print Name \_\_\_\_\_

**NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.**

**NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.**

**NIFA reserves the right to request additional information as needed.**



George Maragos  
Comptroller



OFFICE OF THE COMPTROLLER  
240 Old Country Road  
Mineola, New York 11501

## COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

*Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.*

CONTRACTOR NAME: ShotSpotter

CONTRACTOR ADDRESS: 7979 Gateway Boulevard, Suite 210, Newark, CA 94560

FEDERAL TAX ID #: 470949915

**Instructions:** Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

**I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids.** The contract was awarded after a request for sealed bids was published in \_\_\_\_\_ [newspaper] on \_\_\_\_\_ [date]. The sealed bids were publicly opened on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] of sealed bids were received and opened.

**II. ☐ The contractor was selected pursuant to a Request for Proposals.**

The Contract was entered into after a written request for proposals was issued on \_\_\_\_\_ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in \_\_\_\_\_ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on \_\_\_\_\_ [date]. \_\_\_\_\_ [state #] proposals were received and evaluated. The evaluation committee consisted of: \_\_\_\_\_

\_\_\_\_\_ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

**III. X This is a renewal, extension or amendment of an existing contract.**

The contract was originally executed by Nassau County on June 13, 2008. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was procured as a sole source vendor (see attached, CQPD08-000004). Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

**IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.**

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

**V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.**

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. \_\_\_\_\_, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.
- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

**VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated.** Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

**VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services.** The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

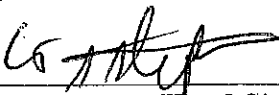
**Instructions with respect to Sections VIII, IX and X:** All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

**VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts.** The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

**IX. ☒ Department MWBE responsibilities.** To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

**X. ☐ Vendor will not require any sub-contractors.**

**In addition, if this is a contract with an individual or with an entity that has only one or two employees:** ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41*, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

  
\_\_\_\_\_  
Department Head Signature  
9/29/16  
\_\_\_\_\_  
Date

***NOTE:*** Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

*Compt. form Pers./Prof. Services Contracts: Rev. 03/16*

RULES RESOLUTION NO. – 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE  
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN  
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU  
COUNTY POLICE DEPARTMENT, AND SHOTSPOTTER, INC.

WHEREAS, the County has negotiated an amendment to a personal services agreement with ShotSpotter, Inc. (“ShotSpotter”) for a gunshot detection and location recognition system and related services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute said amendment to the above referenced agreement with ShotSpotter.

## **Exhibit A**



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

None

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Vendor: ShotSpotter, Inc.

Dated: 3/28/16

Signed: [Signature]

Print Name: Sonya Strickler

Title: VP Finance & Controller

## **Exhibit B**



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

None

2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

N/A

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

N/A



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4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. See page 4 for a complete description of lobbying activities.

N/A

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5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

N/A

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6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client.

7. Has the lobbyist/lobbying organization or any of its corporate officers provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

N/A

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I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to be posted on the County's website.

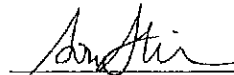
I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

VERIFICATION: The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees listed above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 3/28/2016

Signed:



Print Name:

Sonya Strickler

Title:

VP Finance & Controller

**The term lobbying shall mean any attempt to influence:** any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

**The term "lobbying" or "lobbying activities" does not include:** Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television stations and owners and employees thereof, provided that their activities in connection with proposed legislation, rules, regulations or rates are limited to the publication or broadcast of news items, editorials or other comment, or paid advertisements; persons who participate as witnesses, attorneys or other representatives in public rule-making or rate-making proceedings of a County agency, with respect to all participation by such persons which is part of the public record thereof and all preparation by such persons for such participation; persons who attempt to influence a County agency in an adjudicatory proceeding, as defined by § 102 of the New York State Administrative Procedure Act.

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: ShotSpotter, Inc.

Address: 7979 Gateway Blvd., Suite 210

City, State and Zip Code: Newark, CA 94560

2. Entity's Vendor Identification Number: 470949915

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture

☐ Ltd. Liability Co ☐ Closely Held Corp Private C Corp Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

See attached

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/inmembers. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

See attached

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

ShotSpotter Pty Ltd - 100% wholly owned subsidiary in South Africa

that will not participate in the performance of this contract

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

None

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

N/A

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(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

N/A

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8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 3/28/16

Signed: 

Print Name: Sonya Strickler

Title: VP Finance & Controller

**The term lobbying shall mean any attempt to influence:** any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

**ShotSpotter, Inc.**

**Officers**

Ralph Clark, President and CEO  
7979 Gateway Blvd., Suite 210, Newark, CA 94560

Joe Hawkins, SVP Operations  
7979 Gateway Blvd., Suite 210, Newark, CA 94560

Sonya Strickler, VP Finance & Controller  
7979 Gateway Blvd., Suite 210, Newark, CA 94560

**Directors:**

Ralph Clark, President & CEO, ShotSpotter, Inc.  
7979 Gateway Blvd., Suite 210, Newark, CA 94560

Pascal Levensohn, Levensohn Venture Partners  
One Embarcadero Center, Suite 2880, San Francisco, CA 94111

Randy Hawks, Claremont Creek Ventures  
300 Frank Ogawa Plaza #350, Oakland, CA 94612

Gary Lauder, Lauder Ventures  
88 Mercedes Lane, Atherton, CA 94027

Tom Groos, City Light Capital  
295 Madison Ave., 5th Floor, New York, NY 10017

Marc Morial, National Urban League  
120 Wall Street, 8th Floor, New York NY 10005

**Shareholders with >5% Outstanding Shares**

Levensohn Venture Partners, One Embarcadero Center, Suite 2880, San Francisco, CA 94111

Claremont Creek Ventures, 300 Frank Ogawa Plaza, Suite 350, Oakland, CA 94612

Lauder Partners/ The Gary Lauder Revocable Trust, 88 Mercedes Lane, Atherton, CA 94027

Motorola Solutions, Inc., 1303 E. Algonquin Road, Schaumburg, IL 60196

Labrador Ventures, 101 University Avenue, 4th Floor, Palo Alto, CA 94301

RT Groos LLC/Thomas T. Groos Revocable Trust, 15 Ionla St. SW, Suite 505, Grand Rapids, MI 49503



**PRINCIPAL QUESTIONNAIRE FORM**

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer/bidder. Answers must be typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID/ PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

1. Principal Name Ralph Clark  
 Date of birth [REDACTED]  
 Home address [REDACTED]  
 City/state/zip [REDACTED]  
 Business address 7979 Gateway Blvd. Suite 210  
 City/state/zip Newark, CA 94560  
 Telephone 510-794-3100  
 Other present address(es) none  
 City/state/zip \_\_\_\_\_  
 Telephone \_\_\_\_\_  
 List of other addresses and telephone numbers attached \_\_\_\_\_
2. Positions held in submitting business and starting date of each (check all applicable)  
 President 7/16/2010 Treasurer \_\_\_\_\_  
 Chairman of Board \_\_\_\_\_ Shareholder \_\_\_\_\_  
 Chief Exec. Officer 7/16/2010 Secretary \_\_\_\_\_  
 Chief Financial Officer \_\_\_\_\_ Partner \_\_\_\_\_  
 Vice President \_\_\_\_\_  
 (Other) \_\_\_\_\_
3. Do you have an equity interest in the business submitting the questionnaire?  
 NO \_\_\_\_\_ YES ☒ If Yes, provide details. Stock options only
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO \_\_\_\_\_  
☒ YES \_\_\_\_\_ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO ☒ YES \_\_\_\_\_; If Yes, provide details.
6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO ☒ YES \_\_\_\_\_ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.  
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? NO ☒ YES \_\_\_\_ If Yes, provide details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO ☒ YES \_\_\_\_ If Yes, provide details for each such instance.
  - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO ☒ YES \_\_\_\_ If Yes, provide details for each such instance.
  - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO ☒ YES \_\_\_\_ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? NO ☒ YES \_\_\_\_ If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? NO ☒ YES \_\_\_\_ If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? NO ☒ YES \_\_\_\_ If Yes, provide details for each such charge.
  - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO ☒ YES \_\_\_\_ If Yes, provide details for each such conviction.
  - e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO ☒ YES \_\_\_\_ If Yes, provide details for each such conviction.
  - f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO ☒ YES \_\_\_\_ If Yes, provide details for each such occurrence.

PQF (02/2016)

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO ☒ YES \_\_\_\_ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO ☒ YES \_\_\_\_ If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO ☒ YES \_\_\_\_ If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO ☒ YES \_\_\_\_ If Yes, provide details for each such year.

**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.


I, \_\_\_\_\_, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Notary Public

ShotSpotter, Inc  
Name of submitting business

RALPH CLARK  
Print name

  
Signature

President & CEO  
Title

3 / 3 / 2016  
Date

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Alameda

On March 3<sup>rd</sup> 2016 before me, Shilpa Shah - Notary Public  
(insert name and title of the officer)

personally appeared Ralph Clark  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

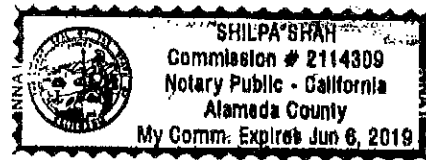
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Shilpa Shah

(Seal)



**PRINCIPAL QUESTIONNAIRE FORM**

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer/bidder. Answers must be typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID/ PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

- Principal Name Sonya Stricklen  
 Date of birth [REDACTED]  
 Home address [REDACTED]  
 City/state/zip [REDACTED]  
 Business address 7979 Gateway Blvd, Suite 210  
 City/state/zip Newark, CA 94560  
 Telephone 510-794-3134  
 Other present address(es) none  
 City/state/zip \_\_\_\_\_  
 Telephone \_\_\_\_\_  
 List of other addresses and telephone numbers attached \_\_\_\_\_
- Positions held in submitting business and starting date of each (check all applicable)  
 President / / Treasurer / /  
 Chairman of Board / / Shareholder / /  
 Chief Exec. Officer / / Secretary 11/18/2009  
 Chief Financial Officer / / Partner / /  
 Vice President 6/24/2009 to present / /  
 (Other) Controller 4/23/2007 to present
- Do you have an equity interest in the business submitting the questionnaire?  
 NO    YES ✓ If Yes, provide details. I do not have any outstanding shares but I have stock options.
- Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO ✓ YES    If Yes, provide details.
- Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO ✓ YES    If Yes, provide details.
- Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO ✓ YES    If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

- a. Been debarred by any government agency from entering into contracts with that agency? NO ☒ YES \_\_\_\_ If Yes, provide details for each such instance.
- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO ☒ YES \_\_\_\_ If Yes, provide details for each such instance.
- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO ☒ YES \_\_\_\_ If Yes, provide details for each such instance.
- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO ☒ YES \_\_\_\_ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

- a) Is there any felony charge pending against you? NO ☒ YES \_\_\_\_ If Yes, provide details for each such charge.
- b) Is there any misdemeanor charge pending against you? NO ☒ YES \_\_\_\_ If Yes, provide details for each such charge.
- c) Is there any administrative charge pending against you? NO ☒ YES \_\_\_\_ If Yes, provide details for each such charge.
- d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO ☒ YES \_\_\_\_ If Yes, provide details for each such conviction.
- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO ☒ YES \_\_\_\_ If Yes, provide details for each such conviction.
- f) In the ~~past~~ 5 years, have you been found in violation of any administrative or statutory charges? NO ☒ YES \_\_\_\_ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO ☒ YES \_\_\_\_ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO ☒ YES \_\_\_\_ If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO ☒ YES \_\_\_\_ If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO ☒ YES \_\_\_\_ If Yes, provide details for each such year.



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I, \_\_\_\_\_, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 4<sup>th</sup> day of \_\_\_\_\_ 2016

Notary Public

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ShotSpotter, Inc  
Name of submitting business

Sonya Strickler  
Print name

[Signature]  
Signature

VP Finance Controller  
Title

3 / 2 / 2016  
Date

State of California  
County of Alameda

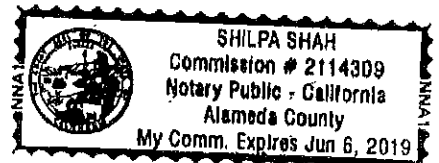
On March 2<sup>nd</sup> 2016 before me, Shilpa Shah - Notary Public

personally appeared Sonya Strickler  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) I have subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.  
WITNESS my hand and official seal.

(Seal)

[Signature]  
Signature of Notary



**PRINCIPAL QUESTIONNAIRE FORM**

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NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

1. Principal Name Joseph O. Hawkins  
 Date of birth [REDACTED]  
 Home address [REDACTED]  
 City/state/zip [REDACTED]  
 Business address 7979 Gateway Blvd, Ste 210  
 City/state/zip NEWARK, CA 94560  
 Telephone (510) 794-3155  
 Other present address(es) \_\_\_\_\_  
 City/state/zip \_\_\_\_\_  
 Telephone \_\_\_\_\_  
 List of other addresses and telephone numbers attached \_\_\_\_\_
2. Positions held in submitting business and starting date of each (check all applicable)  
 President    /    /    Treasurer    /    /     
 Chairman of Board    /    /    Shareholder    /    /     
 Chief Exec. Officer    /    /    Secretary    /    /     
 Chief Financial Officer    /    /    Partner    /    /     
 Vice President 7/02/2012 /    /     
 (Other) \_\_\_\_\_
3. Do you have an equity interest in the business submitting the questionnaire?  
 NO    YES ☒ If Yes, provide details. Stock options only in no outstanding shares.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO    YES ☒ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO ☒ YES   ; If Yes, provide details.
6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO ☒ YES    If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.  
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been ~~debarred~~ by any government agency from entering into contracts with that agency?  
NO ☒ YES \_\_\_\_ If Yes, provide details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO ☒ YES \_\_\_\_ If Yes, provide details for each such instance.
  - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO ☒ YES \_\_\_\_ If Yes, provide details for each such instance.
  - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO ☒ YES \_\_\_\_ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? NO ☒ YES \_\_\_\_ If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? NO ☒ YES \_\_\_\_ If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? NO ☒ YES \_\_\_\_ If Yes, provide details for each such charge.
  - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO ☒ YES \_\_\_\_ If Yes, provide details for each such conviction.
  - e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO ☒ YES \_\_\_\_ If Yes, provide details for each such conviction.
  - f) In the ~~past~~ 5 years, have you been found in violation of any administrative or statutory charges? NO ☒ YES \_\_\_\_ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO ☒ YES \_\_\_\_ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO ☒ YES \_\_\_\_ If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO ☒ YES \_\_\_\_ If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO ☒ YES \_\_\_\_ If Yes, provide details for each such year.

**CERTIFICATION**

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I, Joseph O. Hawkins, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this

day of

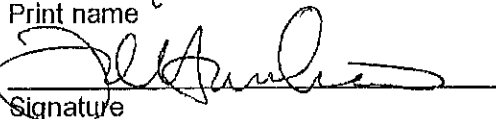
20

*see attached*

\_\_\_\_\_  
Notary Public

Shot Spotter, Inc.  
Name of submitting business

Joseph O. Hawkins  
Print name

  
Signature

Senior Vice President  
Title

3, 02, 2016  
Date

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Alameda

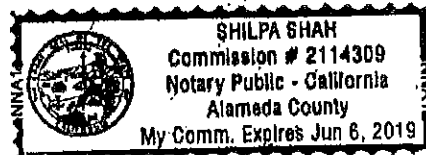
On March 2<sup>nd</sup> 2016 before me, Shilpa Shah - Notary Public  
(insert name and title of the officer)

personally appeared Joseph O. Hawkins  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Shilpa Shah (Seal)



Business History Form

In addition to the submission of bids/proposals, as applicable, each bidder/proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the bid/proposal.

**NOTE:** All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 3/2/2016

1) Bidder's/Proposer's Legal Name: ShotSpotter, Inc.

2) Address of Place of Business: 7979 Gateway Blvd #210 Newark, CA 94560

List all other business addresses used within last five years:

3) Mailing Address (if different): Same

Phone: 510-794-3100

Does the business own or rent its facilities? rent

4) Dun and Bradstreet number: 884728650

5) Federal I.D. Number: 470949915

6) The bidder/proposer is a (check one): ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ Other (Describe) \_\_\_\_\_

7) Does this business share office space, staff, or equipment expenses with any other business? Yes ☐ No ☒ If Yes, please provide details: \_\_\_\_\_

8) Does this business control one or more other businesses? Yes ☐ No ☒ If Yes, please provide details: \_\_\_\_\_

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ☐ No ☒ If Yes, provide details: \_\_\_\_\_

10) Has the bidder/proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ☐ No ☒ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture; or details regarding the termination (if a contract). \_\_\_\_\_

11) Has the bidder/proposer, during the past seven years, been declared bankrupt? Yes \_\_\_ No ☒  
If Yes, state date, court jurisdiction, amount of liabilities and amount of assets \_\_\_\_\_

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes \_\_\_ No ☒ If Yes, provide details for each such investigation. \_\_\_\_\_

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes \_\_\_ No ☒ If Yes, provide details for each such investigation. \_\_\_\_\_

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? No ☒ Yes \_\_\_ If Yes, provide details for each such charge. \_\_\_\_\_

b) Any misdemeanor charge pending? No ☒ Yes \_\_\_ If Yes, provide details for each such charge. \_\_\_\_\_

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No ☒ Yes \_\_\_ If Yes, provide details for each such conviction \_\_\_\_\_

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No ☒ Yes \_\_\_ If Yes, provide details for each such conviction. \_\_\_\_\_

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No ☒ Yes \_\_\_ If Yes, provide details for each such \_\_\_\_\_



occurrence. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No ☒ Yes \_\_\_\_; If Yes, provide details for each such instance. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No ☒ Yes \_\_\_\_ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No conflict exists  
\_\_\_\_\_  
\_\_\_\_\_

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No conflict exists  
\_\_\_\_\_  
\_\_\_\_\_

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No conflict exists  
\_\_\_\_\_  
\_\_\_\_\_

b) Please describe procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future. No conflict exists  
\_\_\_\_\_  
\_\_\_\_\_

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?  
No ☒ Yes \_\_\_\_ If Yes, provide details for each such conviction. \_\_\_\_\_

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No ☒ Yes \_\_\_\_ If Yes, provide details for each such occurrence. \_\_\_\_\_

14) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No ☒ Yes \_\_\_\_; If Yes, provide details for each such instance. \_\_\_\_\_

15) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No ☒ Yes \_\_\_\_ If Yes, provide details for each such year. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire. \_\_\_\_\_

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

16) Conflict of Interest:

a) Please disclose:

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting as a contractor on behalf of Nassau County. *None.*

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting as contractor on behalf of Nassau County. *None.*

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting as a contractor on behalf of Nassau County. *None.*

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

*The Code of Business Ethics and Conduct included in our Employee Handbook includes discussions on conflicts of interest. Our employees may not engage in activities that are, or may be construed, as a conflict of interest.*

- A. Include a resume or detailed description of the bidder's/proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the bidder/proposer be other than an individual, the bid/proposal **MUST** include:

- i) Date of formation;
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
- iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable);
- v) The number of employees in the firm;
- vi) Annual revenue of firm;
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.

- B. Indicate number of years in business.

- C. Provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services.

- D. Provide names and addresses for no fewer than three references for whom the bidder/proposer has provided similar services or who are qualified to evaluate the bidder's/proposer's capability to perform this work.

*See attached list.*

Company \_\_\_\_\_

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

City/State \_\_\_\_\_

Telephone \_\_\_\_\_

Fax # \_\_\_\_\_

E-Mail Address \_\_\_\_\_

---

BHF (02/2016)

Company \_\_\_\_\_

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

City/State \_\_\_\_\_

Telephone \_\_\_\_\_

Fax # \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Company \_\_\_\_\_

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

City/State \_\_\_\_\_

Telephone \_\_\_\_\_

Fax # \_\_\_\_\_

E-Mail Address \_\_\_\_\_

- E. Please provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services.

BHF (02/2016)

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, \_\_\_\_\_, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
Notary Public

Name of submitting business: ShotSpotter, Inc.

By: Sonya Strickler \_\_\_\_\_ Print

Sonya Strickler  
name

Signature

VP Finance - Controller

Title

3 / 2 / 2016 Date

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Alameda

On March 2<sup>nd</sup> 2016 before me, Shilpa Shah - Notary Public

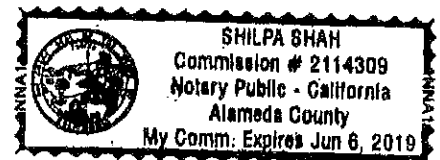
personally appeared Sonya Strickler

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (I) subscribed to the within instrument and acknowledged to me that he (she) executed the same in his (her) authorized capacity(ies), and that by his (her) signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.  
WITNESS my hand and official seal.

(Seal)

Shilpa Shah  
Signature of Notary



## **ShotSpotter, Inc. Introduction and Background**

### **About ShotSpotter, Inc.**

ShotSpotter, Inc. dba SST, Inc. was founded in 1995 and with 33 issued patents, and over 90+ successful agency engagements covering over 300 square miles, SST has become the de-facto leader in the development and deployment of wide area acoustic gunshot surveillance systems. Our sensor-based technology detects, locates and alerts on all outdoor urban gunfire on a real time and precise basis. These alerts are then vetted by an acoustic reviewer in our 24/7 Incident Review Center before getting pushed to a customer web accessible laptop or mobile device. The alerts will show a precise dot on a map with the real recording of the actual gunfire event. The situational intelligence advantage and ground truth that our alerts bring to a tactical response provides for enhanced officer safety. At an agency level, it provides for an efficient and effective way to respond to and investigate gun crime.

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

ShotSpotter is incorporated in Delaware and has 65 employees throughout the United States. Revenues for 2015 exceeded \$11 million.

### **Our Experience**

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

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

#### Officers

All officers are based at the corporate headquarters at 7979 Gateway Blvd, Suite 210, Newark, CA 94560.

- Ralph A. Clark, President and CEO
- Joe Hawkins, Sr. Vice President, Operations
- Sonya L. Strickler, Vice President, Finance and Controller

#### Directors

- Ralph A. Clark, ShotSpotter, Inc., 7979 Gateway Blvd, Suite 210, Newark, CA 94560
- Marc Morial, National Urban League, 120 Wall Street, 8th Floor, New York, NY 10005
- Pascal Levensohn, Levensohn Venture Partners, One Embarcadero Center, Suite 2880, San Francisco, CA 94111
- Randy Hawks, Claremont Creek Ventures, 300 Frank Ogawa Plaza #350, Oakland, CA 94612
- Gary Lauder, Lauder Ventures, 88 Mercedes Lane, Atherton, CA 94027
- Tom Groos, City Light Capital, 295 Madison Ave., 5th Floor, New York, NY 10017

#### Ownership

ShotSpotter is a privately held corporation backed by venture capital investors including:

- Levensohn Venture Partners, One Embarcadero Center, Suite 2880, San Francisco, CA 94111
- Claremont Creek Ventures, 300 Frank Ogawa Plaza #350, Oakland, CA 94612
- Lauder Ventures, 88 Mercedes Lane, Atherton, CA 94027
- City Light Capital, 295 Madison Ave., 5th Floor, New York, NY 10017
- Motorola Solutions, Inc., 1303 E. Algonquin Road, Schaumburg, IL 60196
- Labrador Ventures, 101 University Avenue, 4th Floor, Palo Alto, CA 94301
- RT Groos LLC, 15 Ionia St. SW, Suite 505, Grand Rapids, MI 49503

The above investors hold 83% of the outstanding shares of ShotSpotter, Inc.

City Light Capital, Claremont Creek Ventures, Labrador Ventures, Lauder Partners, Levensohn Venture Partners, Motorola Solutions and Norwest Venture Partners.

## **Customer References**

### **Minneapolis (MN) Police Department**

350 South 5th Street, Room 130, Minneapolis, MN 55415-1389  
Chief Janeé Harteau (jane.harteau@minneapolismn.gov, 612.673.3559)  
Coverage Area: 5 square miles (1 expansion)  
2006 to Present

### **Oakland (CA) Police Department**

455 7th Street, Oakland, CA 94607  
Assistant Chief Paul Figueroa (pfigueroa@oaklandnet.com, 510.238.7140)  
Coverage Area: 15.38 Square Miles (2 expansions)  
2006 to Present

### **New York City (NY) Police Department**

1 Police Plaza, New York, NY 10007  
Sergeant Joe Freer (joe.freer@nypd.org, 646.610.8676)  
Coverage Area: 15 Square Miles (planning on expansion)  
2015 to Present

### **Kansas City (MO) Police Department**

700 Minnesota Avenue, Kansas City, KS 66101  
Chief Darryl Forte (darryl.forte@kcpd.org, 816.234.5015)  
Commander Scott Caron (scott.caron@kcpd.org, 816.234.5000)  
Coverage Area: 4.5 square miles  
2012 to Present

### **Rocky Mount (NC) Police Department**

One Government Plaza, Rocky Mount, NC 27801  
Lieutenant Ryan Hepler (ryan.hepler@rockymountnc.gov, 252.972.1475)  
Coverage Area: 3 square miles  
2011 to Present



### AMENDMENT No. 3

THIS AMENDMENT, dated as of the date of execution by the County (together with the schedules, appendices, attachments and exhibits, if any, this "Amendment"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Nassau County Police Department, having its principal office at 1490 Franklin Avenue, Mineola, New York 11501 (the "Department"), and (ii) ShotSpotter, Inc., a California corporation authorized to do business in the State of New York (the "Contractor").

#### WITNESSETH:

WHEREAS, the Contractor is a sole source provider of the Services pursuant to N.Y. G.M.L. § 104-b; and

WHEREAS, pursuant to County contract number **CQPD08000004** between the County and the Contractor, executed on behalf of the County on June 13, 2008 (the "Original Agreement"), and as amended by amendment one (1), County contract number **CLPD13000025**, executed on behalf of the County on February 19, 2014, and as amended by amendment 2, County contract number **CLPD14000005**, executed by the County on September 2, 2014 (the "Original Agreement"), the Contractor performs certain services for the Department in connection with a gunshot location system, which services are more fully described in the Original Agreement (the "Services"); and

WHEREAS, the term of the Original Agreement is from June 13, 2008 through August 26, 2015 (the "Term"); and

WHEREAS, the Maximum Amount that the County agreed to pay the Contractor for Services under the Original Agreement, as full compensation for the Services, was One Million Ten Thousand Nine Hundred Eighty-Two dollars (\$1,010,982.00) (the "Maximum Amount"); and

WHEREAS, the County and the Contractor desire to amend the Original Agreement to extend the Term and increase the Maximum Amount to provide for upgrades and maintenance; and

WHEREAS, the services contemplated by this Agreement are personal services within the context and purview of Section 2206 of the County Government Law of Nassau County;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Term Extension. This Agreement shall be extended for a period of three (3) years, unless terminated sooner in accordance with the provisions of this Agreement. Notwithstanding the foregoing, the County may, in its sole discretion, renew the term for two (2) additional one (1) year periods under the same terms and conditions for a total term of five (5) years.
2. Services: Appendix C of the Original Agreement is deleted in its entirety and replaced with the attached ShotSpotter Maintenance and Support Agreement annexed hereto as "Amended Appendix C".
3. Maximum Amount: This Agreement shall increase the Maximum Amount of the contract by One Hundred Ninety Four Thousand Four Hundred Eighty Six Dollars (\$194,486.00) as

follows, for a total Amended Maximum Amount of One Million Two Hundred and Five Thousand Four Hundred and Sixty Eight Dollars (\$1,205,468.00):

- Service Year One: Included in the Original Maximum Amount;
- Service Year Two: \$95,806.00;
- Service Year Three: \$98,680.00;


Should the County seek to renew the term for an additional two (2) additional one (1) year periods, as set forth in paragraph 2 above ("option years") shall be at the following costs:

- Option Year One: \$101,641.00
- Option Year Two: \$104,690.00

3. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the remainder of the Amended Agreement.

IN WITNESS WHEREOF, the Contractor and the County have executed this Amendment as of the date first above written.

SHOTSPOTTER, INC.

By:   
Name: Sonya Strickler  
Title: VP Finance Controller  
Date: 7/19/2016

NASSAU COUNTY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Deputy County Executive  
Date: \_\_\_\_\_

PLEASE EXECUTE IN BLUE INK

STATE OF UTAH     )

# ACKNOWLEDGMENT

State of California  
County of Alameda

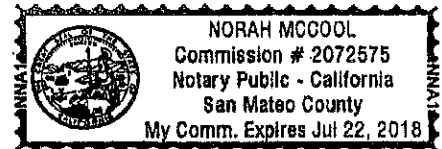
On July 19, 2016 before me, Norah McCool  
(insert name and title of the officer)

personally appeared Sonya Strickler, who  
proved to me on the basis of satisfactory evidence to be the person(s) whose  
name(s) is/are subscribed to the within instrument and acknowledged to me  
that he/she/they executed the same in his/her/their authorized capacity(ies),  
and that by his/her/their signature(s) on the instrument the person(s), or the  
entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that  
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Norah McCool* (Seal)



) ss.:  
COUNTY OF CACHE)

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me personally came \_\_\_\_\_ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of \_\_\_\_\_; that he or she is the \_\_\_\_\_ of \_\_\_\_\_, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

STATE OF NEW YORK)  
) ss.:  
COUNTY OF NASSAU )

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me personally came \_\_\_\_\_ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of \_\_\_\_\_; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

## AMENDED APPENDIX C

### **1. TERM, RENEWAL**

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

**B. RENEWAL.** The Service will be for a successive period of three (3) years, and may be renewed thereafter for successive periods of one (1) year each, for a total of five (5) in accordance with the following procedure. Not later than thirty (30) days prior to the expiration of the Service term then in effect, Customer shall issue a purchase order and tender payment in full for the next annual renewal (unless otherwise agreed in writing by SST), and the term shall be renewed for another year at the same terms and conditions.

If Customer fails to renew in a timely manner and hence allows the Service term to expire then the Service will terminate in accordance with Section 2.

At its discretion, SST may remove the ShotSpotter Gunshot Location System and any components from the coverage area upon termination by the County. If SST does not remove the ShotSpotter Gunshot Location System from the coverage area, Customer may reinstate the Service at a later date by renewing, however Customer will not have access to any Reviewed Alerts that they would have had access to during the lapsed period.

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

For purposes of this Agreement, the Service shall consist of (i) providing access by the Customer to Reviewed Alerts delivered via a password-protected internet portal ("Alert Console") and user interface supplied by SST (together the Alert Console and interface shall be called the "Software") (ii) providing access to historical Reviewed Alerts and incident information via the Software; and (iii) other services as specified in the Purchase Documents. The Alert Console is a web based mobile alert interface enabling first responders in the field to receive alerts on mobile data terminals. Alerts can also be delivered through an email program to tablets and smart phones at the Customers request, at no extra fee.

Reviewed Alerts consist of data for gunfire incidents, detected by the ShotSpotter Gunshot Location System and reviewed by a SST incident reviewer employee. See Exhibit A, attached hereto and included herein, and Exhibit B, attached hereto and included herein.

SST will install or convert the ShotSpotter Gunshot Location System in the coverage area specified in the Purchase Document. SST will host the Service and may update the functionality and Software of the Service from time to time in its sole discretion and in accordance with this Agreement. Such updates in functionality or Software will be performed when necessary, and upon advance notice, in best efforts to be of a minimal interruption of service or negative impact on the performance or functionality of the ShotSpotter Gunshot Location System.

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

licensing rights to access the incident information detected by the ShotSpotter Gunshot Location System.

#### A. Software Requirements

ShotSpotter Flex clients are fully supported by SST to run on Microsoft® Windows® XP SP2 or later or Windows 7 with Microsoft Silverlight® 4 or later installed. Although not officially supported, Flex clients will also run on other operating systems capable of running Microsoft Silverlight 4.

Officially Supported		Expected to Function (not officially supported)
<b>Operating System</b>	Microsoft Windows XP SP2 or SP3 Microsoft Windows 7 (incl. SP1)	Microsoft Windows 8 Microsoft Windows Vista Microsoft Windows 2000 SP4 w/KB 891861 Microsoft Windows Server 2008 or 2008 R2 Microsoft Windows Server 2003 Mac OS X 10.4.11 and later (Intel-based) Internet Explorer 7 (Windows 2003, XP, 2000 only)
<b>Web Browser</b> (must be in 32-bit mode)	Microsoft Internet Explorer 9 or later	Mozilla Firefox 3 or later Apple Safari 3 or later Google Chrome 4 or later
<b>Silverlight</b>	Alerts Console: Silverlight 4 or 5 Investigator Portal: Silverlight 5	Microsoft Silverlight 4 or 5

All upgrades and required maintenance during the Term of the Agreement are included in the maximum price amount. SST responsible for maintaining current technology during transition from hardware based system to cloud based system; provide CAD interface for cloud based system, including upgrades and technical support related to development of the API (Application Program Interface) purchased by the County.

B. Minimum Bandwidth: See Exhibit "C", FED-72-01, attached hereto and included herein.

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

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

**A. RIGHTS IN DATA.** All Data created, generated, modified, compiled, stored, kept or displayed by SST through the Subscription Service in the course of providing the Subscription Service and related Services to Customer, remains the sole and exclusive property of SST. SST expressly reserves the rights to copy, publish, display, adapt, modify, translate, perform publicly, make works derived from, transfer,

sell, offer for sale, and to use any and all Data for any purpose. Notwithstanding the foregoing sentence and although SST owns the Data with respect to the Subscription Service, SST will not release any Data that is specific forensic or law enforcement sensitive incident information – For discussion that may pertain to any active investigation or prosecution. At no time, either in a non-exclusive or exclusive data ownership, does SST release, sell, license, or otherwise distribute the gunfire alert Data to the press or media without the prior express consent, which shall not be unreasonably withheld.

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

Except to the extent that Data is specific forensic or law enforcement sensitive information, SST expressly reserves the rights to copy, publish, display, adapt, modify, translate, perform publicly, make works derived from, transfer, sell, offer for sale, and to use any and all Data (including, without limitation, Reviewed Alerts) for any purpose within SST's reasonable discretion, and to authorize, license, and sublicense others to do any or all of the same.

SST will provide the County with an ability to share and collect data with and from law enforcement agencies that are existing ShotSpotter customers that are contiguous to County, contingent upon approval from the ShotSpotter customer.

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

In addition, SST will respond to other support requests immediately, twenty four hours a day, seven days a week, 365 days a year. The e-mail support specialist shall be responsible for receiving Customer reports of missed incidents, or errors in the Service, and, to the extent practicable over email or telephone, making efforts to assist the Customer in resolving the Customer's reported problems. In the event the problem cannot be resolved telephonically, then SST will restore functionality of the Service to Service specifications within 24 hours of receipt of the report.

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

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

conditions of the License between you and us.

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

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

**6. EXPERT WITNESS SERVICES.** SST offers expert witness services. The Customer will be responsible for all travel and per diem reimbursement. At the specific request of the customer, SST will provide individual(s) for the purposes of expert witness testimony for any ShotSpotter detected incidents, including Reviewed Alerts, for which the incident information is deemed by the customer to be valuable to the customer's prosecutorial requirements. Customer understands that SST undertakes to provide individuals whose qualifications are sufficient for such services, but does not warrant that any person or his or her opinion will be accepted by every court. SST requires at least fourteen (14) days prior notice of such a requirement in writing from the Customer. Customer must include dates, times, specific locations and a point of contact for SST personnel. Due to the nature of legal proceedings, SST cannot guarantee that its services described in this section shall produce the outcome, legal or otherwise, which Customer desires. Payment for expert witness services described shall be due and payable when services are rendered regardless of the outcome of the proceedings.

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

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

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



A. You agree to pay all sums due under the purchase agreement or order as and when they are due pursuant to the terms of such agreement or order subject to SST's compliance with the payment policies and procedures described in Section 3 of the agreement between SST and the County dated June 13, 2008 (the "Original Agreement"). Actual access and use of the SST Service shall constitute evidence that the Service is active and the final payment is due.

B. You agree to use your best efforts to timely perform and comply with all of your obligations allocated to you in the Purchase Documents and/or other contract documents. Unless the Statement of Work or other contract documents signed by SST allocates such obligations to SST expressly, customer shall be responsible for securing from premises owners or lessors all rights necessary to enter onto their premises to install sensors, and to place, operate and maintain such sensors on such premises.

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

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

**E. Customer Must Have Internet Access.** In order to use the Service, Customer must have or must obtain access to the World Wide Web to enable a secure https connection from the customers work station to SST's hosted services. , either directly or through devices that access Web-based content. Customer must also provide all equipment necessary to make such (and maintain such) connection.

**F. Passwords and Access.** Customer may designate up to the number of users under Customer's account which corresponds to the number of Seats purchased by Customer, and Customer may provide and assign unique passwords and user names for each Seat purchased.

Customer will protect the confidentiality and use of Customer's password and user names, and agrees that sharing passwords and/or user names with unauthorized users is prohibited.

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

**9. IP INFRINGEMENT; EXCLUSIVE REMEDY.** Subject to the terms and conditions hereof, SST agrees to defend and indemnify Customer (provided it is the actual End-user Customer of the Service) from and against losses, suits, damages, liability and expenses (including reasonable attorney fees) arising out of a claim asserted in a lawsuit or action against the end-user customer by a third party unrelated to the customer, in which such third party asserts a claim that the Service and/or Software, when used in accordance with SST's specifications and for the purposes intended, infringes any United States patent which was issued by the U.S. Patent and Trademark Office, or United States copyright which was registered by the U.S. Copyright Office, as of the effective date of Customer's agreement to purchase the

ShotSpotter Flex System.

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

Further provided, however, that this section shall not apply and SST shall have no obligation to defend and indemnify Customer in the event the Customer or a reseller, integrator, service provider or supplier modifies, alters, substitutes, or supplements any of the Service, or Software, or to the extent that the claim of infringement arises from or relates to the integration, bundling, merger or

combination of any of the same with other hardware, software, systems, technologies, or components, functions, capabilities or applications not licensed by SST as part of the Service, nor to the extent that the Service or Software are used for or in connection with any purpose, application or function other than detecting and locating gunshots exclusively through acoustic means.

If, in SST's opinion, the Service, or Software may, or is likely to become, the subject of such a suit or action, does become the subject of a claim asserted against a customer

in a lawsuit which SST is or may be obliged to defend under this section, or is determined to infringe the foregoing patents or copyrights of another in a final, non-appealable judgment subject to SST's obligations under this section, then SST may in full and final satisfaction of any and all of its obligations under this section, at its option: (1) procure for Customer the right to continue using the affected

Service or Software, (2) modify or replace such Service or Software to make it or them non-infringing, or (3) refund to the purchaser a pro-rata portion of the annual Service price paid for the Service System

**The foregoing section states the entire liability of SST and customer's and its suppliers' exclusive remedy for or relating to infringement or claims or allegations of infringement of any patent, copyright, or other intellectual property rights in**

**or to the system, system components, and software. This section is in lieu of and replaces any other expressed, implied or statutory warranty against infringement of any and all intellectual property rights.**

#### **10. LIMITED WARRANTIES EXCLUSIVE; DISCLAIMERS *IMPORTANT; PLEASE READ CAREFULLY***

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

expand or modify these warranties.

To the maximum extent permitted by applicable law, all other representations or warranties, express, implied, or statutory, including without limitation, any warranties of non-infringement, quality, suitability, merchantability, fitness for a particular purpose or otherwise of any services or any

goods provided incidental to the services provided under this agreement are hereby expressly disclaimed and superseded by the exclusive limited express warranty and disclaimers set forth herein.

Without limiting the generality of the foregoing limitations and disclaimers, while the Service is not designed, sold, or intended to be used to detect, intercept, transmit or record oral or other communications of any kind, SST cannot control

how the Service is used. You shall be solely responsible for using the Service in full compliance with applicable law and the rights of third persons.

Further, regardless of any prior statements, representations, or course of dealings by any SST representatives, we do not warrant or represent, expressly or implicitly, that the Service or its use will: result in the prevention of crime or hostile enemy action, apprehension or conviction of any perpetrator of any crime, military prosecution of any enemy force, or detection or neutralization of any criminal, combatant or threat; prevent any loss, death, injury, or damage to property due to the discharge of a firearm or other weapon; in all cases result in a Reviewed Alert for all firearm discharges within the designated coverage area;; or that the SST-supplied network will remain in operation at all times or under all conditions.

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

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

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

**11. PROTECTION OF CONFIDENTIAL INFORMATION.** Aside from paragraph 3 above in which SST will provide the County with an ability to share and collect data with and from law enforcement agencies that are existing ShotSpotter customers that are contiguous to the County, and contingent upon approval from the ShotSpotter customer; unless either party (the "Receiving Party") obtains prior written consent from the other (the "Disclosing Party"), the Receiving Party agrees that it will not reproduce, use for purposes other than those expressly permitted herein, disclose, sell, license, afford access to, distribute, or disseminate any information: i) obtained from the Disclosing Party in connection with the System purchase, installation or operation, and designated by it from time to time as confidential; ii) the documentation, use and operations manuals; and output data created or compiled by the ShotSpotter Flex System; iii) your use of the ShotSpotter Flex System or technology, your deployment methodology, results, or related facts; iv) the contractual terms and payment terms applicable to the purchase of the ShotSpotter Flex System or technology, except as required by law or the Freedom of Information Law (collectively, "Confidential Information") Unless a section of the Purchase Document(s) specifically identifies the identity of Customer as Confidential Information, the name of any city in which the ShotSpotter GLS System is deployed shall not be considered confidential information. Recipient's obligations under this section shall not apply to any of Discloser's Confidential Information that Recipient can document: (a) was in the public domain at or subsequent to the time such Confidential Information was communicated to Recipient by Discloser through no fault of Recipient; (b) was rightfully in Recipient's possession free of any obligation of confidence at or subsequent to the time such Confidential Information was communicated to Recipient by such Discloser; (c) was developed by employees or agents of Recipient independently of and without reference to any of Discloser's Confidential Information; or (d) was communicated by Discloser to an unaffiliated third party free of any obligation of confidence. A disclosure by Recipient of any of Discloser's Confidential Information (a) in response to a valid order by a court or other governmental body; (b) as otherwise required by law; or (c) necessary to establish the rights of either party under this Agreement shall not be considered to be a breach of this Agreement by such Recipient; provided, however, such Recipient shall provide prompt prior written notice thereof to such Discloser to enable Discloser to seek a protective order or otherwise prevent such disclosure. Receiving Party shall use reasonable controls to protect the confidentiality of and restrict access to all such Confidential Information to those persons having a specific need to know the same for purposes expressly authorized herein, and render unreadable prior to discarding, all records containing our Confidential Information. In any event such controls shall not be less protective than those Receiving Party uses to secure and protect its own confidential, but not "Classified" or otherwise Government-legended, information.

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

**13. FORCE MAJEURE.** In no event shall SST be liable for any delay or default in its performance of any obligation under this or any other agreement caused directly or indirectly by an act or omission of

Customer, or persons acting under its direction and/or control, fire, flood, act of God, an act or omission of civil or military authority of a state or nation, strike, lockout or other labor disputes, inability to secure, delay in securing, or shortage of labor, materials, supplies, transportation, or energy, failures, outages or denial of services of wireless, power, telecommunications, or computer networks, acts of terrorism, sabotage, vandalism, hacking, natural disaster or emergency, war, riot, embargo or civil disturbance, breakdown or destruction of plant or equipment, or arising from any cause whatsoever beyond SST's reasonable control. At SST's option and following written notice to Customer, any of the foregoing causes shall be deemed to suspend such obligations of SST so long as any such cause shall prevent or delay performance, and SST agrees to make and Customer agrees to accept performance of such obligations whenever such cause has been remedied.

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

**In any event, except for its IP infringement indemnity obligations under section 6 hereof, SST's cumulative liability for all losses, claims, suits, controversies, breaches or damages for any cause whatsoever (including, but not limited to, those arising out of or related to this agreement) and regardless of the form of action or legal theory shall not exceed the amount of insurance maintained by SST available to cover the loss,15. Order of Precedence.**

SST shall provide and the County shall accept services, as requested by the County, as more fully described in the Original Agreement, attached hereto and made a part of the Agreement, for all services currently offered.

## EXHIBIT A - Reviewed Alert Service Levels

The ShotSpotter Flex System detects loud impulsive incidents, classifies them as gunfire, fireworks, or other, and sends them to the SST Incident Review Center. Within 15 seconds of receiving the incident audio download, SST review personnel will begin analysis of the incident, which will include observing sensor audio wave files and listening to sensor audio. The outcome of this review is intended to confirm or change the System's classification of the incident type, and, depending on the reviewer's confidence level that the incident is or may be gunfire, will result in an alert ("Reviewed Alert") sent to the Customer's **Alert Console**, based on the following criteria:

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

Specifically, information provided in a Reviewed Alert may include any or all of the following:

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

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

During major holidays such as in the case of New Years Eve, Independence Day, and Cinco de Mayo, most communities experience a large increase in firework activity. During these periods, usually at least 48 hours in advance of the holiday, during the holiday and 48 hours following the holiday, SST will put the system into fireworks suppression mode so that the reviewers can focus their response to incidents classified as gunfire. SST will inform the customer prior to the system being

placed in fireworks suppression mode and when fireworks suppression mode is disabled. The actual timing of fireworks suppression mode being active is determined by the review center based on the level of fireworks being discharged. While in fireworks suppression mode, fireworks incident alerts are not sent to the reviewer nor the customer alert console, however all firework incidents continue to be stored in the data base should any of this information be needed at a later time.

The purpose of the Reviewed Alert Service is to provide incident data to the Customer, reviewed, analyzed and classified in the manner described above, in situations where the analyst's qualitative confidence that an incident is or may be gunfire meets the criteria set forth above. However, it is the sole responsibility of the Customer to interpret the data provided, and to determine any appropriate follow-up reaction or response, including whether or not to dispatch emergency responder resources based on a Reviewed Alert. SST does not undertake any obligation, duty or responsibility for reaction, response, or dispatch decisions, which are solely and exclusively the responsibility of Customer, or for the consequences or outcomes of any decisions made or not made by the Customer in reliance, in whole or in part, on any services provided by SST.

The Incidents & Reports Portal provides the Customer with full and immediate access to all incident history including the same information SST uses in its internal review process. This information includes, among other things, the initial incident classification and any reclassifications of an incident, incident audio wave forms, and incident audio files. This enables the Customer to perform its own incident reviews and run various reports. This data access is available as long as the Customer is under active subscription.

## **EXHIBIT B - System Configuration and Service Levels**

SST will deploy or have deployed a ShotSpotter Flex system over the agreed upon coverage area. The system will be designed to detect at least 80% of the unsuppressed outdoor gunfire, with a location accuracy to the shooter's location within 25 meters, after sensor calibration. These performance levels are predicated on the deployment of sensors at all such sites, the foregoing performance levels may be compromised.

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

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

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



Exhibit "C", FED-72-01

Version:	3.2	Date:	7/12/2013
Status:	APPROVED FOR USE		

## Purpose

This document describes the Internet host names, services, and TCP ports required to use the ShotSpotter Flex client software. This document identified the host access, service, and port access required to use the Release 2013.1 versions of:

- ShotSpotter Flex Alerts Console
- ShotSpotter Flex Investigator Portal
- ShotSpotter Briefing Room (coming soon)
- ShotSpotter Siren (coming soon)

Future releases may change these requirements, at which point this document will be updated. A web-based tool called the SST System Profiler, can provide an automated assessment of whether a particular computer has the necessary proxy and content type access. See the *Verifying Access Using System Profiler* section below.

## Required Access

To permit the collection of incident information for display, ShotSpotter Flex client software must be able to access services and specific data using network references outside the customer's network. Traffic is primarily HTTPS and is customarily provided via with an internal proxy server that also provides security from external intrusions and allows access to information and services that are within the access policies of the organization.

The ShotSpotter Alerts Console and Investigator Portal run within a Silverlight executable and reference ShotSpotter software services for access to customer specific data, incident notifications, historical incident lists. The ShotSpotter Briefing Room is an *in-browser* Silverlight application requiring similar access. ShotSpotter Siren requires only port 80 and 443 access. Here is a complete list of required access to host names, services, and TCP ports:

Host Name	Purpose	Service(s)	TCP Port(s)
us1.shotspotter.net us2.shotspotter.net us3.shotspotter.net us4.shotspotter.net us5.shotspotter.net	ShotSpotter Flex datacenter. These servers act as the primary application servers.	HTTPS	443
*.shotspotter.net	Additional wildcard access for *.shotspotter.net will permit Siren and Briefing Room access (coming soon). For Siren, a single FQDN (e.g., ABCpolicedept.shotspotter.net) will actually be used.	HTTP HTTPS	80 443
host15.4txlacc.net	ShotSpotter Flex datacenters (different physical location), domain name 2 of 2. These servers act as the primary application servers.	HTTPS	443
chat.shotspotter.com	Encrypted incident chat between users and SST, Inc. review center, 24x7x365. System profiler functionality to confirm required network access.	HTTPS	443
auth.shotspotter.com or auth.shotspotter.net	User authentication and login (redirect)	HTTP HTTPS	80 443
dev.virtualearth.net	API authentication and redirect	HTTP	80
ecn.t0.tiles.virtualearth.net	Map tiles (Microsoft)	HTTP	80
ecn.t1.tiles.virtualearth.net		HTTPS	443
ecn.t2.tiles.virtualearth.net			
ecn.t3.tiles.virtualearth.net			
ecn.t*.tiles.virtualearth.net	(Microsoft-recommended wildcard rule)		
verisign.com	SSL Certificate root authorities sometimes required if workstation has an out-of-date list of authorized root certificates.	HTTP	80
usertrust.com		HTTPS	443
netsolssl.com			

## Technical Description of Network Activities

In addition to application data, file are retrieved from the Virtual Earth sites and the ShotSpotter servers in benign compressed media file formats (.jpg, .png, and .mp3) which are interpreted by the ShotSpotter application in the most restricted execution environment within Silverlight. File system access to cache the retrieved data and log the user's activity is done within Isolated Storage provided by the Silverlight virtual file system and limited to a maximum total size with a default of 25MB. If a user clicks the "Copy to Clipboard" in order to copy incident details to the clipboard button (for pasting into a CAD or RMS system, for example) in the ShotSpotter Flex Alert Console, the application are done through the Silverlight Safe-Critical Code method that, when requested by user interaction, validates both user initiation and the information to be passed.

The network traffic generated by ShotSpotter Flex applications varies according to the number of incidents processed and previously cached items. On initial startup, applications gather general information regarding the customer's coverage area and recent activity so that users can browse, search for, and display historical incident records. When handling a gunshot incident, location specific mapping and audio information is retrieved by the client.

With the exception of publicly-available map tiles provided by Microsoft, certain API access steps, and help files, all traffic is encrypted using Transport Layer Security (TLS, the successor to Secure Socket Layer, SSL). The IP addresses of \*.virtualearth.net, e.g. dev.virtualearth.net 65.55.84.143, is authoritatively supplied by glb1.glb dns.microsoft.com and glb2.glb dns.microsoft.com and the domain is registered by CSC Corporate Domains. SST, Inc. servers present valid SSL certificates provided by Network Solutions, Inc., which confirm the IP addresses of each server.

The following table summarizes the network traffic including protocol overhead under various conditions.

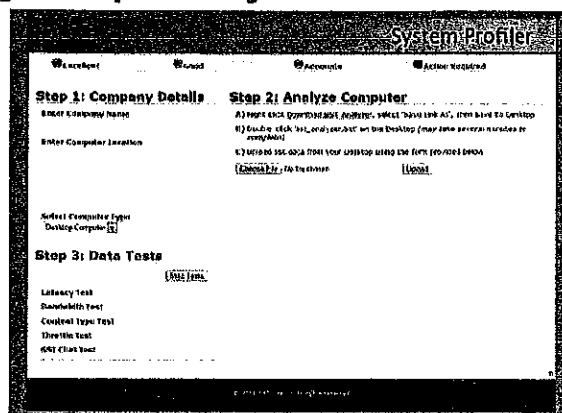
### Alert Console

Action	Estimated Data Transfer
Installation/Upgrade (download local web app)	2.4mb
Launch + login (no tiles cached)	750kb
Launch + login (tiles cached)	25kb
New Incident (no tiles cached)	950kb
Incident Refresh (tiles cached)	13kb
Zoom In, Road Map (no cache)	980kb
Switch to Birds-Eye View (no cache)	870kb
Audio Clip (Mobile/Patrol only), per clip	20kb

### Investigator Portal

Action	Estimated Data Transfer (kb)
Installation/Upgrade (download local web app)	2mb
Launch + login (no tiles cached)	200kb
New Incident (no tiles cached)	950 kb
Audio Clip, per clip	20kb

## Verifying Access Using Compatibility Checker



SST has developed a web-based tool to aid in verifying system configuration and network access required for using the ShotSpotter Flex clients. The client can be accessed at <http://chat.shotspotter.com/profiler>. Customers or customers' IT representatives may use this tool *at each computer* which will access the ShotSpotter Flex service.

### Step 2: Analyze Computer

- A)** Right click [Download SST Analyzer](#), select 'Save Link As', then save to Desk
- B)** Double-click 'sst\_analyzer.bat' on the Desktop (*may take several minutes to complete*)
- C)** Upload sst.data from your Desktop using the form provided below

 sst.data

- ☐ Computer Properties
- ☐ Display Properties
- ☐ Network Properties
- ☐ Software Properties

### Step 3: Data Tests

- Latency Test**
  - ☐ www.shotspotter.com
  - ☐ www.sst-inc.com
  - ☐ www.bing.com
  - ☐ maps.live.com
- Bandwidth Test**
  - ☐ download speed
  - ☐ upload speed
- Content Type Test**
  - ☐ text/html
  - ☐ text/xml
  - ☐ application/javascript
  - ☐ image/jpeg
  - ☐ image/png

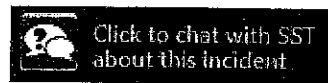
The Profiler lists basic system configuration and verifies access to all of the above host names and services. In addition to tests run from within the web-browser, users will download and execute a small batch (.bat) file, the contents of which are available for inspection before use. Users may also review the data collected by this batch file before it is uploaded to SST for debugging and support purposes.

## Support

SST Customer Support is available to all customers with valid ShotSpotter Flex Support contracts. You may contact SST Customer Support:

### Via Live Chat:

From either the ShotSpotter Flex Alert Console or the ShotSpotter Flex Incident & Reports Portal, look for the chat links:



or by following this link in any web browser:

<https://chat.shotspotter.com/chatrequest>

### Via Phone:

Phone support is available Monday-Friday, 8:00 am to 5:00 pm Pacific Standard Time. Please contact our support team during these hours at: +1 (888) 274-6877, then dial option 4.

### Via Email:

Email [support@shotspotter.com](mailto:support@shotspotter.com). Please include as much detail as possible so we may better serve you quickly.

Contract ID#: COPD08-000004Department: POLICE

## Contract Details

SERVICE: Gunshot Detection & Location System**E-04-14**NIFS ID #: CLPD13-000 025NIFS Entry Date: 12-16-13 Term: from 8/27/13 to 8/26/14

New <input type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input checked="" type="checkbox"/>
Time Extension <input checked="" type="checkbox"/>
Addl. Funds <input checked="" type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

1) Mandated Program:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

## Agency Information

Vendor	
Name ShotSpotter, Inc	Vendor ID#: 470949915
Addresses: 7979 Gateway Boulevard, Suite 210 Newark, California 94560	Contact Person Sonya Strickler, VP Phone: 1-510-794-3134 sstrickler@shotspotter.com

County Department
Department Contact DLt. Kenneth Strigaro
Address COD 1490 Franklin Ave., Mineola, NY 11501 Phone 516-573-7400

## Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input checked="" type="checkbox"/> NIFS Appvl (Dept. Head) <input checked="" type="checkbox"/>	12/16/13	<i>[Signature]</i>	
11/17	OMB	NIFS Approval <input type="checkbox"/>	11/17	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Vertical DCE	NIFS Approval <input type="checkbox"/>			
	Department	Vendor Administration <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>			
	County Attorney	CA RE&I Verification <input type="checkbox"/>	11/17/14	<i>[Signature]</i>	
	County Attorney	CA Approval as to form <input type="checkbox"/>	11/17/14	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>
	LEG	Legislative Affairs Fw'd Original K to CA <input type="checkbox"/>	11/17/14	<i>[Signature]</i>	
		Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>			
	County Attorney	NIFS Approval <input type="checkbox"/>	11/17/14	<i>[Signature]</i>	
	County Comptroller	NIFS Approval <input type="checkbox"/>	11/17/14	<i>[Signature]</i>	
	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	11/17/14	<i>[Signature]</i>	

Contract ID#: COPD08-000004Department: POLICE

## Contract Summary

<b>Description:</b> Amend contract for Services with ShotSpotter, Inc. to extend term and add additional funds for extended warranty support of gunshot detection and location system. <b>Purpose:</b> This is a sole source vendor. Please see memo from original agreement attached.
<b>Method of Procurement:</b> Sole Source/ Special Circumstance pursuant to Executive Order 1 of 1993.
<b>Procurement History:</b> N/A
<b>Description of General Provisions:</b> ShotSpotter, Inc. delivered a gunshot location and detection system to the Nassau County Police Department that provided a specific location where gunshots occurred. Amendment in accordance with original agreement for the purposes of extended warranty system support.
<b>Impact on Funding / Price Analysis:</b> The additional amount to be encumbered by the Police Department/County for this annual installment of extended warranty support shall be \$87,675.00.
<b>Change in Contract from Prior Procurement:</b> N/A
<b>Recommendation:</b> Approve as submitted.

## Advisement Information

BUDGET CODES	
Fund:	PDH
Control:	10
Resp:	1135
Object:	DE500
Transaction:	107

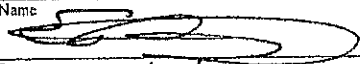
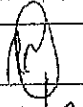
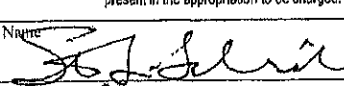
FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$ 87,675.00
Federal	\$
State	\$
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$ 87,675.00</b>

LINE	INDEX/OBJECT CODE	AMOUNT
1	PDPDH1135/DE500	\$ 87,675.00
2		\$
3		\$
4		\$
5		\$
6		\$
<b>TOTAL</b>		<b>\$ 87,675.00</b>

RENEWAL	
% Increase	
% Decrease	

 Document Prepared By: DSgt. T. Comiskey

 Date: 12/16/13

NIFS Certification		Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.		I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name 
Name		Name 	Date <u>1/17/14</u>
Date	<u>2/7/14</u>	Date <u>2/7/14</u>	(For Office Use Only)
E #:			

E-4-14

RULES RESOLUTION NO. 10 - 2014

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE  
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICE  
AGREEMENT BETWEEN THE COUNTY OF NASSAU ACTING ON  
BEHALF OF THE NASSAU COUNTY POLICE DEPARTMENT AND  
SHOTSPOTTER, INC.

Passed by the Rules Committee  
Nassau County Legislature  
By Voice Vote on 1-27-14  
VOTING:  
ayes 7 nays 0 abstained 0 recused 0  
Legislators present: 7

WHEREAS, the County has negotiated an amendment to a personal  
services agreement with ShotSpotter, Inc., to provide services in connection  
with gunshot detection and location system, a copy of which is on file with  
the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County  
Legislature authorizes the County Executive to execute the said amendment  
to an agreement with ShotSpotter, Inc.



RULES RESOLUTION NO. -201

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE  
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICE  
AGREEMENT BETWEEN THE COUNTY OF NASSAU ACTING ON  
BEHALF OF THE NASSAU COUNTY POLICE DEPARTMENT AND  
SHOTSPOTTER, INC.

WHEREAS, the County has negotiated an amendment to a personal services agreement with ShotSpotter, Inc., to provide services in connection with gunshot detection and location system, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to an agreement with ShotSpotter, Inc.

George Marago  
Comptroller



OFFICE OF THE COMPTROLLER  
240 Old Country Road  
Mineola, New York 11501

**COMPTROLLER APPROVAL FORM FOR PERSONAL,  
PROFESSIONAL OR HUMAN SERVICES CONTRACTS**

*Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.*

**CONTRACTOR NAME:** ShotSpotter, Inc.

**CONTRACTOR ADDRESS:** 7979 Gateway Boulevard, Suite 210  
Newark, CA 94560

**FEDERAL TAX ID #:** 470949915-01

---

**Instructions:** Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

**I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids.** The contract was awarded after a request for sealed bids was published in \_\_\_\_\_ [newspaper] on \_\_\_\_\_ [date]. The sealed bids were publicly opened on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] of sealed bids were received and opened.

**II. ☐ The contractor was selected pursuant to a Request for Proposals.**

The Contract was entered into after a written request for proposals was issued on \_\_\_\_\_ [date]. Potential proposers were made aware of the availability of the RFP by a \_\_\_\_\_ [newspaper advertisement, posting on website, mailing, etc.]. \_\_\_\_\_ [#] potential proposers requested copies of the RFP. Proposals were due on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] proposals were received and evaluated. The evaluation committee consisted of: \_\_\_\_\_ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

**III. ☒ This is a renewal, extension or amendment of an existing contract.**

The contract was originally executed by Nassau County on June 13, 2008 [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached).\_\_\_\_\_. [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

**IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.**

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

**V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.**

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no.\_\_\_\_\_, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.
- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

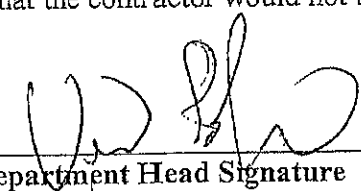
VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

  
\_\_\_\_\_  
Department Head Signature

  
\_\_\_\_\_  
Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

*Compt. form Pers./Prof. Services Contracts: Rev. 02/04*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/15/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Woodruff-Sawyer & Co. 50 California Street, Floor 12 San Francisco CA 94111	CONTACT NAME: Stacy Solomon	
	PHONE (A/C, No, Ext): 415-391-2141 FAX (A/C, No): 415-989-9923	
	E-MAIL ADDRESS: ssolomon@wsandco.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Federal Insurance Company	20281
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES	CERTIFICATE NUMBER: 189362688	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y		35894028	5/17/2013	5/17/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/PO/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			73552106	5/17/2013	5/17/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$0 OCCUR CLAIMS-MADE			79848911	5/17/2013	5/17/2014	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	ERRORS & OMISSIONS Retroactive Date: 4/1/2008			35894028	5/17/2013	5/17/2014	Each Claim: \$5,000,000 Annual Aggregate: \$5,000,000 Deductible: \$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate Holder is included as additional insured per Chubb Form #80 02 2000 04 01 5 as respects contracted work done by Shottspotter, Inc.

## CERTIFICATE HOLDER

## CANCELLATION

Nassau County  
1550 Franklin Avenue  
Mineola NY 11501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/01/2013

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<b>PRODUCER</b>  Aon Risk Services Northeast, Inc. New York NY Office 199 Water Street New York, NY 10038-3551	<b>CONTACT</b> NAME: Risk Management Department PHONE (A/C, No, Ext): (866) 443-8489 FAX (A/C, No): (800) 869-0021 E-MAIL: work.comp@ltnet.com ADDRESS: work.comp@ltnet.com														
<b>INSURED</b>  TriNet HR Corporation and all its affiliates and subsidiaries* ShotSpotter, Inc. (Endorsed as alternate employer)  9000 Town Center Parkway Bradenton, FL 34202	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Commerce &amp; Industry Ins Co</td><td>19410</td></tr><tr><td>INSURER B: Illinois National Ins Co</td><td>23817</td></tr><tr><td>INSURER C: Ins Co State of Penn</td><td>19429</td></tr><tr><td>INSURER D: Nat'l Union Fire Ins Co</td><td>19445</td></tr><tr><td>INSURER E: New Hampshire Ins Co</td><td>23841</td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Commerce & Industry Ins Co	19410	INSURER B: Illinois National Ins Co	23817	INSURER C: Ins Co State of Penn	19429	INSURER D: Nat'l Union Fire Ins Co	19445	INSURER E: New Hampshire Ins Co	23841	INSURER F:	
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INSURER F:															

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Each accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
D E C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		039401246 MD 039401248 MI 039401257 TN	07-01-2013 07-01-2013 07-01-2013	07-01-2014 07-01-2014 07-01-2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE- EA EMPLOYEE \$2,000,000 E.L. DISEASE- POLICY LIMIT \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required): 5816 / 575

\* TriNet HR II, Inc. and TriNet HR V, Inc.

**CERTIFICATE HOLDER****CANCELLATION**ShotSpotter, Inc.  
Suite 210  
7979 Gateway Blvd  
Newark, CA 94560-1156**AUTHORIZED REPRESENTATIVE***Aon Risk Services Northeast, Inc.*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/01/2013

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## PRODUCER

Aon Risk Services Northeast, Inc.  
New York NY Office  
199 Water Street  
New York, NY 10038-3551

## CONTACT

NAME: Risk Management Department

## PHONE

(A/C, No, Ext): (866) 443-8489

## FAX

(A/C, No): (800) 889-0021

## E-MAIL

ADDRESS: work.com@trinet.com

## INSURER(S) AFFORDING COVERAGE

## NAIC #

INSURER A: Commerce & Industry Ins Co

19410

INSURER B: Illinois National Ins Co

23817

INSURER C: Ins Co State of Penn

19429

INSURER D: Nat'l Union Fire Ins Co

19445

INSURER E: New Hampshire Ins Co

23841

INSURER F:

## INSURED

TriNet HR Corporation and all its affiliates and subsidiaries\*  
Labor Contractor for ShotSpotter, Inc.

9000 Town Center Parkway  
Bradenton, FL 34202

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
							PRODUCTS - COMP/OP AGG \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Each accident) \$
	ANY AUTO						BODILY INJURY (Per person) \$
	ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/>						BODILY INJURY (Per accident) \$
	HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/>						EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/>						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						
B D D E D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		039401306 AZ 039401916 CA 039403991 LA 039404613 MN 039404709 NC	07-01-2013 07-01-2013 07-01-2013 07-01-2013 07-01-2013	07-01-2014 07-01-2014 07-01-2014 07-01-2014 07-01-2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE- EA EMPLOYEE \$2,000,000 E.L. DISEASE- POLICY LIMIT \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required): 5816 / 575

\* TriNet HR II, Inc. and TriNet HR V, Inc.

## CERTIFICATE HOLDER

ShotSpotter, Inc.  
Suite 210  
7979 Gateway Blvd  
Newark, CA 94580-1156

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

## AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

AMENDMENT NO. 1

AMENDMENT, dated as of \_\_\_\_\_, 201\_\_ (together with the schedules, appendices, attachments and exhibits if any hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Police Department, having its principal office at 1490 Franklin Avenue, Mineola, New York, 11501 (the "Department") and (ii) ShotSpotter, Inc., having its principal office at 7979 Gateway Boulevard, Suite 210, Newark, California 94560 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number COPD08-000004 between the County and the Contractor, executed on behalf of the County on June 13, 2008 (the "Original Agreement"), the Contractor performs certain services for the County related to the ShotSpotter Wireless Gunshot Detection and Location System, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from June 13, 2008 through August 26, 2013 (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services, is **Eight Hundred Thirty-Three Thousand Dollars (\$833,000.00)** (the "Maximum Amount"); and

WHEREAS, the Department is desirous of exercising its renewal option for extended warranty services of annual support and maintenance for a one year period from August 27, 2013 through August 26, 2014 as provided for in the Original Agreement; and

WHEREAS, the Department is desirous of increasing the ~~Maximum Amount~~ by Eighty-Seven Thousand Six Hundred Seventy-Five Dollars (\$87,675.00) to be available as provided for in the Original Agreement, contingent upon available appropriations by the County.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Renewal of Term. The Original Agreement shall be renewed and thereby extended for a one (1) year period for extended warranty services in accordance with Section 3(a) of the Original Agreement, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be August 26, 2014, subject to earlier termination as provided for under this Amended Agreement.



2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by **Eighty-Seven Thousand Six Hundred Seventy-Five dollars (\$87,675.00)**, so that the maximum amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be **Nine Hundred Twenty Thousand Six Hundred Seventy-Five dollars (\$920,675.00)** (the "Amended Maximum Amount"). The increase provided under this Amendment shall be payable in accordance with Section 3 of the Original Agreement.

3. Full Force and Effect. All terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

SHOTSPOTTER, INC.

By: [Signature]  
Name: Sonya Stricklen  
Title: VP Finance Controller  
Date: 1/15/14

NASSAU COUNTY

By: [Signature]  
Name: Richard R. Walker  
Title: County Executive  
☒ Deputy County Executive  
Date: 2/19/14 Richard R. Walker  
Chief Deputy County Executive

PLEASE EXECUTE IN BLUE INK

STATE OF \_\_\_\_\_ )  
 )ss.:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_ in the year 201\_\_ before me personally came \_\_\_\_\_ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of \_\_\_\_\_; that he or she is the \_\_\_\_\_ of \_\_\_\_\_, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

STATE OF NEW YORK )  
 )ss.:  
COUNTY OF NASSAU )

State of California  
County of Alameda

On 15 January 2014 before me, Michele L. Puente, notary public,

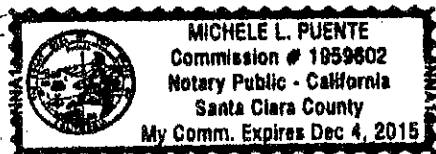
personally appeared Sonya Strickler  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)  
(s) are subscribed to the within instrument and acknowledged to me that he (she) executed the  
same in his (her) authorized capacity(ies), and that by his (her) signature(s) on the  
instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the  
instrument

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

(Seal)

Michele L. Puente  
Signature of Notary



On the 19 day of February in the year 2014 before me personally came Richard E. Walker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

Concetta A. Petrucci  
NOTARY PUBLIC

CONCETTA A. PETRUCCI  
Notary Public, State of New York  
No. 01PE0258026  
Qualified in Nassau County  
Commission Expires April 02, 2016

Contract ID#: COPD08-000004Department: POLICE

## Contract Details

SERVICE Gunshot Detection & Location SystemNIFS ID #: CLPD14-000 005 NIFS Entry Date: 8-14-14 Term: from 6/13/08 to 8/26/15

New <input type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input checked="" type="checkbox"/>
Time Extension <input checked="" type="checkbox"/>
Addl. Funds <input checked="" type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

1) Mandated Program:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

## Agency Information

Vendor	
Name ShotSpotter, Inc	Vendor ID#: 470949915
Addresses: 7979 Gateway Boulevard, Suite 210 Newark, California 94560	Contact Person Sonya Strickler, VP Phone: 1-510-794-3134 sstrickler@shotspotter.com

County Department
Department Contact DLt. Kenneth Strigaro
Address COD 1490 Franklin Ave., Mineola, NY 11501 Phone 516-573-7400

## Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd. Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input checked="" type="checkbox"/> NIFS Appvl (Dept. Head) <input checked="" type="checkbox"/>	8-14-14	LT J. Strigaro	
	OMB	NIFS Approval <input checked="" type="checkbox"/>	8/14/14	[Signature]	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Vertical DCE	NIFS Approval <input type="checkbox"/>			
	Department	Vendor Administration <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>			
8/21/14	County Attorney	CA RE&I Verification <input checked="" type="checkbox"/>	8/21/14	[Signature]	
	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	8/22/14	[Signature]	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	Legislative Affairs	Fw'd Original K to CA <input type="checkbox"/>			
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>				
	County Attorney	NIFS Approval <input checked="" type="checkbox"/>	8/22/14	[Signature]	
	County Comptroller	NIFS Approval <input checked="" type="checkbox"/>	9/2/14	[Signature]	9/1/14
	County Executive	Notarization Filed with Clerk of the Leg. <input type="checkbox"/>	9/2/14	[Signature]	



## Contract Summary

<b>Description:</b> Amend contract for Services with ShotSpotter, Inc. to extend term and add additional funds for extended warranty support of gunshot detection and location system.
<b>Purpose:</b> This is a sole source vendor. Please see memo from original agreement attached.
<b>Method of Procurement:</b> Sole Source/ Special Circumstance pursuant to Executive Order 1 of 1993.
<b>Procurement History:</b> N/A
<b>Description of General Provisions:</b> ShotSpotter, Inc. delivered a gunshot location and detection system to the Nassau County Police Department that provided a specific location where gunshots occurred. Amendment in accordance with original agreement for the purposes of extended warranty system support.
<b>Impact on Funding / Price Analysis:</b> The additional amount to be encumbered by the Police Department/County for this annual installment of extended warranty support shall be \$90,307.00.
<b>Change in Contract from Prior Procurement:</b> N/A
<b>Recommendation:</b> Approve as submitted.

## Advisement Information

BUDGET CODES	
Fund:	PDH
Control:	10
Resp:	1135
Object:	DE500
Transaction:	107

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$ 90,307.00
Federal	\$
State	\$
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$ 90,307.00</b>

LINE	INDEX/OBJECT CODE	AMOUNT
1		\$
2	PDPDH1135/DE500	\$ 90,307.00
3		\$
4		\$
5		\$
6		\$
<b>TOTAL</b>		<b>\$ 90,307.00</b>

RENEWAL	
% Increase	-
% Decrease	

Document Prepared By: M.J. Weyer, AIII

Date: 8/13/14

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name: <i>[Signature]</i>
Name: <i>[Signature]</i>	Name: <i>[Signature]</i>	Date: 9/2/14
Date: 9/22/14	Date: 9/22/14	(For Office Use Only)
		E #:

George Marago  
Comptroller



OFFICE OF THE COMPTROLLER  
240 Old Country Road  
Mineola, New York 11501

## COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

*Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.*

CONTRACTOR NAME: ShotSpotter, Inc.

CONTRACTOR ADDRESS: 7979 Gateway Boulevard, Suite 210  
Newark, CA 94560

FEDERAL TAX ID #: 470949915-01

---

**Instructions:** Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in \_\_\_\_\_ [newspaper] on \_\_\_\_\_ [date]. The sealed bids were publicly opened on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on \_\_\_\_\_ [date]. Potential proposers were made aware of the availability of the RFP by a \_\_\_\_\_ [newspaper advertisement, posting on website, mailing, etc.]. \_\_\_\_\_ [#] potential proposers requested copies of the RFP. Proposals were due on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] proposals were received and evaluated. The evaluation committee consisted of: \_\_\_\_\_ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

**III. ☒ This is a renewal, extension or amendment of an existing contract.**

The contract was originally executed by Nassau County on June 13, 2008 [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached).\_\_\_\_\_. [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

**IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.**

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

**V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.**

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no.\_\_\_\_\_, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.
- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

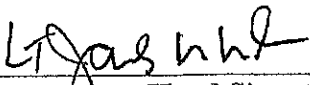
**VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated.** Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

**VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services.** The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

***In addition, if this is a contract with an individual or with an entity that has only one or two employees:***

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

  
\_\_\_\_\_  
Department Head Signature  
8/14/14  
\_\_\_\_\_  
Date

***NOTE:*** Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

*Compt. form Pers./Prof. Services Contracts: Rev. 02/04*



AMENDMENT NO. 2

AMENDMENT, dated as of \_\_\_\_\_, 201\_\_ (together with the schedules, appendices, attachments and exhibits if any hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Police Department, having its principal office at 1490 Franklin Avenue, Mineola, New York, 11501 (the "Department") and (ii) ShotSpotter, Inc., having its principal office at 7979 Gateway Boulevard, Suite 210, Newark, California 94560 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number COPD08-000004 between the County and the Contractor, executed on behalf of the County on June 13, 2008, and as amended by amendment one (1), County contract number CLPD13000025, executed on behalf of the County on February 19, 2014 (the "Original Agreement"), the Contractor performs certain services for the County related to the ShotSpotter Wireless Gunshot Detection and Location System, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from June 13, 2008 through August 26, 2014 (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services, is **Nine Hundred Twenty Thousand Six Hundred Seventy-five Dollars (\$920,675.00)** (the "Maximum Amount"); and

WHEREAS, the Department is desirous of exercising its second renewal option for extended warranty services of annual support and maintenance for a one year period from August 27, 2014 through August 26, 2015 as provided for in the Original Agreement; and

WHEREAS, the Department is desirous of increasing the Maximum Amount by **Ninety Thousand Three Hundred Seven Dollars (\$90,307.00)** to be available as provided for in the Original Agreement, contingent upon available appropriations by the County.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Renewal of Term. The Original Agreement shall be renewed and thereby extended for a one (1) year period for extended warranty services in accordance with Section 3(a) of the Original Agreement, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be August 26, 2015, subject to earlier termination as provided for under this Amended Agreement.

75-977 9-2014

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by **Ninety Thousand Three Hundred Seven dollars (\$90,307.00)**, so that the maximum amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be **One Million Ten Thousand Nine Hundred Eighty-Two dollars (\$1,010,982.00)** (the "Amended Maximum Amount"). The increase provided under this Amendment shall be payable in accordance with Section 3 of the Original Agreement.

3. Full Force and Effect. All terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

SHOTSPOTTER, INC.

By: [Signature]  
Name: Sanya Stricklen  
Title: VP Finance & Controller  
Date: 7/31/14

NASSAU COUNTY

By: [Signature]  
Name: Richard R. Walker  
Title: County Executive  
☒ Deputy County Executive  
Date: 9/2/14

PLEASE EXECUTE IN BLUE INK

STATE OF \_\_\_\_\_ )  
 )ss.:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_ in the year 201\_\_ before me personally came \_\_\_\_\_ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of \_\_\_\_\_; that he or she is the \_\_\_\_\_ of \_\_\_\_\_, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

State of California  
County of Alameda

On 31 July 2014 before me, Michelle L. Puente, notary public

personally appeared Sanya Struckler  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.  
WITNESS my hand and official seal.

(Seal)

NOTARY PUBLIC

Michelle L. Puente  
Signature of Notary

STATE OF NEW YORK )  
 )ss.:  
COUNTY OF NASSAU )



On the \_\_\_\_ day of \_\_\_\_\_ in the year 201\_\_ before me personally came \_\_\_\_\_ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of \_\_\_\_\_; that he or she is a **Deputy County Executive of the County of Nassau**, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

STATE OF NEW YORK    )  
  )ss.:  
COUNTY OF NASSAU    )

On the 2 day of September in the year 2014 before me personally came Richard R. Walky to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name pursuant to Section 205 of the County Government Law of Nassau County.

Concetta A. Petrucci

NOTARY PUBLIC

CONCETTA A. PETRUCCI  
Notary Public, State of New York  
No. 01PE023026  
Qualified in Nassau County  
Commission Expires April 02, 2016

**DIRECTORS:**

Pascal Levensohn (Chairman)  
One Embarcadero Center, Suite 2880, San Francisco, CA 94111  
415-449-1000

Ralph Clark, President & CEO, ShotSpotter, Inc.  
7979 Gateway Blvd., Suite 210, Newark, CA 94560  
510-794-3158

Randy Hawks  
300 Frank Ogawa Plaza #350, Oakland, CA 94612  
510-740-5001

Gary Lauder  
88 Mercedes Lane, Atherton, CA 94027  
650-323-5700

Tom Groos  
295 Madison Ave., 5th Floor, New York, NY 10017  
212-403-9514

**OFFICERS:**

Ralph Clark, President and CEO  
7979 Gateway Blvd., Suite 210, Newark, CA 94560  
510-794-3158

James G. Beldock, SVP Product and Business Development  
7979 Gateway Blvd., Suite 210, Newark, CA 94560  
510-794-3117

David Chipman, SVP Public Safety Solutions  
7979 Gateway Blvd., Suite 210, Newark, CA 94560  
510-794-3141

Joe Hawkins, SVP Customer Service & Operations  
7979 Gateway Blvd., Suite 210, Newark, CA 94560  
510-794-3155

Sonya Strickler, VP Finance & Controller (and Secretary)  
7979 Gateway Blvd., Suite 210, Newark, CA 94560  
510-794-3134

Contract ID#: CQPD08000004



Department: Police

## Contract Details

SERVICE Gunshot location system**E-95-08**NIFS ID #: CQPD08000004  
~~after acceptance by County~~NIFS Entry Date: 6/3/08 [Term: from Date of Execution to Four Years *after*]

New X Renewal	<input type="checkbox"/>
Amendment	<input type="checkbox"/>
Time Extension	<input type="checkbox"/>
Addl. Funds	<input type="checkbox"/>
Blanket Resolution	<input type="checkbox"/>
RES#	

1) Mandated Program:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
3) CSEA Agreement § 32 Compliance Attached:	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

## Agency Information

Vendor	
Name Shotspotter, Inc.	Vendor ID# 47-0949915 - 0.1
Address 1060 Terra Bella Ave. Mountain View, CA 94043	Contact Person Gregg Rowland
	Phone (408) 329-9219

County Department
Department Contact DCA Karen Taggart
Address 1490 Franklin Ave Mineola, NY 11501
Phone (516) 573-7210

## Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd	SIGNATURE	Reg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head) Contractor Registered	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<i>Robert McKenna</i>	
	OMB	NIFS Approval (Contractor Registered)	<input checked="" type="checkbox"/> 6/3/08	<i>Smelton</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
6/3/08	County Attorney	CA RE & Insurance Verification	<input checked="" type="checkbox"/> 6/3/08	<i>A. Amato</i>	
6/4/08	County Attorney	CA Approval as to form	<input type="checkbox"/> 6/4/08	<i>Garrett</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
6/4/08	Legislative Affairs	Fw'd Original Contract to CA	<input type="checkbox"/> 6/4/08	<i>Chloro Ego</i>	
	County Attorney	NIFS Approval	<input type="checkbox"/>		
	Comptroller	NIFS Approval	<input type="checkbox"/> 6/4/08	<i>C. A. Bal</i>	
	County Executive	Notarization Filed with Clerk of the Leg.	<input type="checkbox"/> 6.13.08	<i>Tom X. J.</i>	



## Contract Summary

<b>Description:</b> Gunshot Location System Services
<b>Purpose:</b> To provide the Nassau County Police Department with a gunshot location system.
<b>Method of Procurement:</b> This is a sole source vendor. Please see memo attached.
<b>Procurement History:</b> None.
<b>Description of General Provisions:</b> Shotspotter Inc. will provide a Gunshot Location System for the Nassau County Police Department that will provide a specific location of where a gunshot occurred.
<b>Impact on Funding / Price Analysis:</b> Grant Funds not to exceed \$833,333 . Operating funds will be reimbursed by asset funds.
<b>Change in Contract from Prior Procurement:</b> No prior procurement
<b>Recommendation:</b> approve as submitted

## Advisement Information

BUDGET CODES	
Fund: GRT	PDH
Control: PD89	10
Resp: 008900	1135
Object:	DE500
Transaction:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	<del>XXXXXX</del>
County	\$
Federal	\$
State	\$
Capital	\$
Other	\$
<b>TOTAL</b>	\$

LINE	INDEX/OBJECT CODE	AMOUNT
1	PD GRT 8900 DE 500	\$750,000.00
2	PD PDH 1135 DE 500	<del>\$83,333.00</del>
3		<del>\$83,000.00</del>
4		\$
5		\$
6		\$
<b>TOTAL</b>		<del>\$833,333.00</del>

APPROVED: *[Signature]* 6/3/08

INSURANCE SECTION

Document Prepared By: Sergeant Tara Comiskey

Date: June 2, 2008 (per [Signature] PD)

<b>NIES Certification</b> I certify that this document was accepted into NIFS.		<b>Comptroller Certification</b> I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.		<b>County Executive Approval</b> Name _____ Date _____	
Name <i>[Signature]</i> Date 6/13/08		Name <i>[Signature]</i> Date <i>[Signature]</i>		E #: _____	



RULES RESOLUTION NO. - 2008

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE POLICE DEPARTMENT AND SHOTSPOTTER, INC.

WHEREAS, the County has negotiated a personal services agreement with Shotspotter, Inc. in relation to a gunshot location system, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with Shotspotter, Inc.

Howard S. Weitzman  
Comptroller



OFFICE OF THE COMPTROLLER  
240 Old Country Road  
Mineola, New York 11501

## COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

*Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.*

CONTRACTOR NAME: Shot Spotter Inc.

CONTRACTOR ADDRESS: 1060 Terra Bella Drive Mountain View California  
94043

FEDERAL TAX ID #: 43-0949915

**Instructions:** Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in \_\_\_\_\_ [newspaper] on \_\_\_\_\_ [date]. The sealed bids were publicly opened on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on \_\_\_\_\_ [date]. Potential proposers were made aware of the availability of the RFP by \_\_\_\_\_ [newspaper advertisement, posting on website, mailing, etc.]. \_\_\_\_\_ [#] of potential proposers requested copies of the RFP. Proposals were due on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] proposals were received and evaluated. The evaluation committee consisted of: \_\_\_\_\_

\_\_\_\_\_ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

**III. ☐ This is a renewal, extension or amendment of an existing contract.**

The contract was originally executed by Nassau County on \_\_\_\_\_ [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after \_\_\_\_\_

\_\_\_\_\_  
[describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

**IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.**

☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:

☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

**V. ☒ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.**

☒ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. \_\_\_\_\_, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

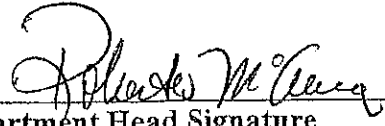
**VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated.** Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

**VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services.** The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

***In addition, if this is a contract with an individual or with an entity that has only one or two employees:***

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

  
\_\_\_\_\_  
Department Head Signature

6/3/08  
\_\_\_\_\_  
Date

***NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.***

*Compt. form Pers./Prof. Services Contracts: Rev. 02/04*

# COUNTY OF NASSAU

## INTER-DEPARTMENTAL MEMO

**DATE:** March 13, 2008

**TO:** Mr. Francis X. Ryan  
Deputy County Executive For Public Safety

**FROM:** First Deputy Commissioner of Police

**SUBJECT:** SOLE SOURCE JUSTIFICATION - SHOTSPOTTER

1. This memo is submitted pursuant to Executive Order 1-1993. The Police Department is currently in the process of procuring a gunshot detection system. "Gunshot detection system uses acoustic sensing technology to identify, discriminate, and report gunshots to the police within seconds of the shot being fired."<sup>1</sup> There are currently three gun shot detection systems that are available commercially to law enforcement. The three systems include Secures® (manufactured by Planning Systems Inc.), ShotSpotter Gunshot Location System® (manufactured by ShotSpotter), and SENTRI® (Sensor Enabled Neutral Threat Recognition and Identification) (manufactured by Safety Dynamics). While all three systems are considered gunshot detection systems, that is all they have in common. Based on the below, the Police Department is requesting that ShotSpotter be treated as a sole source provider and that ShotSpotter Gunshot Location System® be procured as quickly as possible.

2. The Nassau County Police Department is seeking to procure a Gunshot Location System in the Roosevelt-Uniondale area (approximately 3 square miles). The system must not only have the ability to detect a gun shot in a public place, but also have the ability to provide a location in close proximity (no more than 10-15 feet) to where the gunshot occurred. The system must have the ability to provide a live audible feed of gunshots and immediate play back of the gunshot. The system must record and save all gun shot events so that they may be forensically examined at a latter date. The system must be able to distinguish between gunshots and other sounds that are similar (e.g. fireworks & car backfiring). The system must be able to be hardwired for power. The system must have a proven track record in a deployment area greater than one square mile.

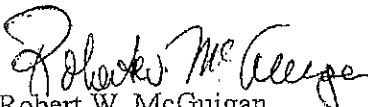
3. "The ShotSpotter Gunshot Location System utilizes patented technology to detect weapons-fire events over large, complex environments....ShotSpotter utilizes the principle of acoustic triangulation to locate gunfire across wide areas. Because of its patented spatial filter technology, ShotSpotter systems are not fooled by noises which sound like gunfire but are misleading (like car backfires, firecrackers, etc.). Similarly the technology filters out echoes and other acoustical anomalies. Using a continuous feedback loop which constantly adjusts sensor trigger and other parameters, ShotSpotter is able to deliver instantaneous system reports to dispatchers within seconds of a weapon being fired."<sup>2</sup>

4. ShotSpotter should be declared a sole source provider for the following reasons:

- a. ShotSpotter is the sole provider of the ShotSpotter Gunshot Location System® (hereinafter "ShotSpotter").
- b. ShotSpotter is the only system that allows for the immediate playback and live feed of a gunshot incident. Neither SENTRI nor Secures provide this capability.

- c. ShotSpotter is the only gunshot location system (not to be confused with gunshot detection system) that provides the ability to forensically examine gunfire incidents after the event. All captured gunshot incidents are saved to a hard drive so that they may be forensically examined at a later time. It should be noted that in order for the system to provide a location three sensors must identify the shots. Even in incidents where only one or two sensors identify gunshots, this data is saved and may be forensically examined. Forensic preservation and examination have significant prosecutorial value in court.
- d. ShotSpotter has the ability to filter noises that are commonly confused for gunshots. In October of 2001, the Austin (Texas) Police Department stopped responding to calls for shots fired that were generated by the Secure gunshot location system due to the system's inability to distinguish fireworks from gunshots. At this point in time there is no indication that this flaw has been addressed.
- e. Unlike the SENTRI system, ShotSpotter provides a specific location of where the gunshot occurred. SENTRI system uses gunshot sensors that direct an integrated camera to point in the direction of where the shot came from. The SENTRI system does not provide a specific location of where the shot was fired.
- f. Currently, Secure gunshot detection system sensors are only powered by battery, whereas ShotSpotter is hard wired. The Police Department is currently in the process of procuring a system to cover approximately three (3) square miles. The Secure gunshot system could require in excess 300 sensors. The Secure gunshot detection system would require regular changing/testing of batteries. Under any circumstances, the battery maintenance would be a labor-intensive endeavor.
- g. ShotSpotter requires significantly fewer sensors per square mile than Secure does. Whereas ShotSpotter requires 12 to 20 sensors square mile, Secure could require 100 sensors per square mile.
- h. Costs: Pursuant to law, the Boston Police Department issued an RFP for a shot location system for 6.2 square miles. The Boston Police Department received proposals from Secure (\$1,498,874) and Shotspotter (\$1,444,118). The Shotspotter was \$45,756 cheaper than the Secure system. The Senti system cost approximately \$35,000 per unit. To deploy 36 SENTRI units in three square miles would cost approximately 1.25 million dollars. It should be noted that the SENTRI system is not a gunshot location system, but a gunshot detection system. The ShotSpotter system will cost approximately \$875,000, inclusive of a four-year warranty.

5. Based on the details described above, it reasonable to believe that ShotSpotter Gunshot Location System is a sole source item that can only be obtained from ShotSpotter Inc. The only system that meets the needs of the Nassau County Police Department is the ShotSpotter gunshot location system. Therefore, I respectfully request that you approve the County's contract with this vendor.

  
 Robert W. McGuigan  
 First Deputy Commissioner

<sup>1</sup> Mazerolle, Lorraine Green, Presentation "Using Gunshot Detection Technology in High-Crimes Areas," National Institute of Justice, U.S. Department of Justice, June 1998

<sup>2</sup> ShotSpotter Website, "<http://www.shotspotter.com/products/index.html>"

ShotSpotter

Gunsight Location System®

ShotSpotter, Inc.  
1060 TERRA BELLA AVE.  
MOUNTAIN VIEW, CA 94043  
PH. 888-274-6877

SQUARE 1 BANK  
66-1261-531

5/30/2008

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5847

PAY TO THE  
ORDER OF Nassau County

Five hundred thirty three and 00/100\*\*\*\*\*

\$ \*\*533.00

DOLLARS

Nassau County  
1550 Franklin Avenue  
Mineola NY 11501  
United States

MEMO

⑈005847⑈ ⑈053112615⑈ ⑈05417⑈

*Donna H. H.*

MP

55-2071207-05  
090871207-05





## CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of \_\_\_\_\_, 2008 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Nassau County Police Department, having its principal office at 1490 Franklin Avenue, Mineola, New York 11501 (the "Department"), and (ii) ShotSpotter, Inc., corporation authorized to do business in New York State, having its principal office at \_\_\_\_\_ (the "Contractor").

### WITNESSETH:

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement and the proposal attached hereto; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

WHEREAS, the Contractor desires to perform the services described in this Agreement and the proposal attached hereto;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on execution of the Agreement by all parties and terminate four (4) years after acceptance of the System (as defined below), unless sooner terminated in accordance with the provisions of this Agreement, or unless the term is extended by mutual agreement of the parties in writing. The Contractor shall perform during the initial four year term System design, installation and acceptance testing services, and provide a one year warranty and three years of additional maintenance and support, as described in Section 2 hereof, to commence the day after the first year anniversary of System Acceptance (as defined below).

2. Services. The services to be provided by the Contractor under this Agreement shall consist of designing, supplying, installing and testing in accordance with the Acceptance Testing procedures referenced herein in Section 4, a ShotSpotter Wireless Gunshot Detection and Location System ("System") in a designated three (3) square mile in Nassau County, New York, as more particularly described and designated in the "Scope of Services" section of the proposal attached hereto. Contractor will provide warranty services for one (1) year following Acceptance of the System by the County as set forth in Section 4 hereof, and in accordance with the exclusive limited warranty provisions of the Contractor's General Terms and Conditions, attached hereto as Appendix A. Also, Contractor shall provide an additional three (3) years of maintenance and support, which shall commence upon the expiration of the initial one (1) year warranty term, shall expire three (3) years thereafter, and which may be renewed in accordance with Section 3 hereof. Collectively, the foregoing shall be referred to as the "Services."

Provided, however, that Contractor shall not be responsible for, and the Services shall not include, obtaining leases, licenses or permissions from the owners or lessees of real property and/or improvements upon which the System sensors are to be located ("Site Permissions"), which shall be the sole responsibility of the County, provided that the Contractor will provide reasonable assistance to the County, including attending meetings to describe the System and its operations, in connection with the County's efforts to secure Site Permissions. Further, provided, that video surveillance software interface programming and Integration services are independent of and separate from this Agreement and not included in the Services, and any integration with video surveillance systems shall not be performed by Contractor.

The County agrees to use its best efforts to obtain complete executed Site Permissions within one year of execution of this Agreement and if necessary, within two years of the execution of this Agreement provided the County makes every effort to secure Site Permissions in an expedited manner.. The County acknowledges that Contractor cannot perform System installation and acceptance testing until Site Permissions are secured. Contractor agrees that it will complete supplying and installing the System, ready for Acceptance testing, within ninety (90) days of the County's completion of obtaining Site Permissions.

Contractor's Services, including, without limitation, warranty terms and conditions, shall be provided subject to and in accordance with the Contractor's General Terms and Conditions, attached hereto as Appendix A. Use of Contractor's proprietary System technology and software shall be licensed to the County and certain other state and federal law enforcement agencies operating within Nassau County accordance with and subject to the terms and conditions of the Contractor's Gunshot Location System Software License, attached hereto as Appendix B. Contractor's warranty and support and maintenance services shall be provided subject to and in accordance with the terms and conditions of the Contractor's Maintenance and, Support Terms and Conditions, attached hereto as Appendix C, all of which are hereby incorporated into this Agreement by reference.

3. Payment. (a) Amount of Consideration. The maximum amount ("Maximum Amount") to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement shall be equal to the sum of the total amounts set forth below, and payable as follows:

The total purchase price for designing, supplying, installing and testing the Wireless Gunshot Location System and 100 seat PSC Mobile and PSC License Payments and one year warranty and three years of additional maintenance and support shall be **\$833,000 (Eight Hundred Thirty-three Thousand Dollars)**, payable as follows:

-- First Payment: **\$150,750 (One Hundred Fifty Thousand Seven Hundred and Fifty Dollars)** shall be due and payable upon completion of the kickoff meeting, and Contractor's completion of a site survey and a Radio Frequency survey with the feedback and assistance of the County.

-- Second Payment **\$301,500 Three Hundred One Thousand Five Hundred Dollars** shall be due and payable upon Contractor's shipment and County's receipt of the Wireless GLS equipment. The Contractor acknowledges that said equipment shall not be shipped to the County until Site Permissions needed for the installation of the Sensors has been obtained by the County; and .

-- Third Payment **\$380,750 (Three Hundred Eighty Thousand Seven Hundred Fifty Dollars)** shall be due and payable within ten (10) days of Acceptance of the System by the County, in accordance with the acceptance provisions in Section 4 of this Agreement.

After the expiration of the one (1) year warranty and three (3) years of service and maintenance, extended warranty services shall be renewable, and Contractor shall provide such extended warranty services on the terms and conditions set forth herein and in Appendix C hereto, for up to five (5) successive renewal terms of one (1) year each. Such renewal shall be pursuant to the terms and conditions set forth in Appendix C "ShotSpotter Maintenance and Support Agreement" Section 1B. In the event support and maintenance term is renewed for another year following the expiration of the renewal term in effect, the Contractor shall invoice the County for the annual support and maintenance fee applicable to the renewal term, as set forth below, which invoice(s) the

County shall pay upon receipt.

- 1<sup>st</sup> renewal term - \$87,675 (Eighty Seven Thousand Six Hundred Seventy-five Dollars)
- 2<sup>nd</sup> renewal term - \$90,307 (Ninety Thousand Three Hundred Seven Dollars)
- 3<sup>rd</sup> renewal term - \$93,016 (Ninety-three Thousand Sixteen Dollars)
- 4<sup>th</sup> renewal term - \$95,806 (Ninety-five Thousand Eight Hundred Six Dollars)
- 5<sup>th</sup> renewal term - \$98,680 (Ninety-eight Thousand Six Hundred Eighty Dollars)

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller") which shall not be unreasonably withheld, delayed or conditioned.

(c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

4. Acceptance Testing and System Acceptance. Following installation, Contractor will test (and, if necessary tune and troubleshoot) the System, for conformity to the acceptance criteria set forth in the Customer Acceptance Test form attached hereto as part of Appendix D. The System shall be deemed accepted and the County agrees to accept the System and execute the Customer Acceptance Form, upon Contractor's demonstrating to the County that the acceptance criteria set forth in Exhibit D have been met. ("Acceptance") Such acceptance testing shall be conducted in accordance with the Contractor's standard System Troubleshooting and Handover Procedures, which are also attached hereto as part of Appendix D, and incorporated herein by reference.

5. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

6. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or

contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

7. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, a living wage, disclosure of information, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate, and shall protect, through invocation of applicable FOIL exemptions, Contractor's Confidential Information to fullest extent permitted under the FOIL.

#### 8. Confidentiality.

"Confidential Information" means any and all confidential information of a party disclosed to the other party, including, but not limited to, proprietary software, technical information, know-how, trade secrets, processes, law enforcement or investigative information, marketing data, business/financial information, and any information concerning the System obtained in connection with the System purchase, installation or operation, and designated by Contractor from time to time as confidential; System documentation, use and operations manuals; and output data created or compiled by the System. Confidential Information shall not include information which: (a) was

known to the recipient prior to the time of disclosure by the other party; (b) at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of agreement by the recipient; (c) is subsequently lawfully received by recipient from a third party without any obligation of confidentiality to the disclosing party; or (d) is required to be disclosed by law or order of a court of competent jurisdiction or regulatory authority.

The parties acknowledge that in the course of Contractor's efforts in providing the Services to the County hereunder, each may receive Confidential Information of the other party. Any and all Confidential Information in any form or media obtained by a recipient shall be held in confidence and shall not be copied, reproduced, or disclosed to third parties for any purpose whatsoever except as necessary in connection with the Contractor's Services provided under this Agreement. The recipient further acknowledges that it shall not use such Confidential Information for any purposes other than in connection with the recipient's activities contemplated by this Agreement. Each party shall disclose the Confidential Information of the other only to those of its employees, contractors, or consultants having a need to know such Confidential Information and shall take reasonable precautions to ensure that such persons comply with the provisions of this section, including causing such person to agree to confidentiality and non-disclosure terms reasonably acceptable to the disclosing party. A receiving party shall protect the Confidential Information of the disclosing party with at least the same degree of care as it uses to protect its own Confidential Information of a similar nature, but in no case with less than a reasonable degree of care.

In the case of a breach of the confidentiality provisions of this Section 8 the parties hereby agree that their respective remedies at law are inadequate, and consent to equitable enforcement of their obligations under said sections, by a court of appropriate equity jurisdiction hereunder.

(d) Non-Disclosure Agreement (NDA). If requested by the County, the Contractor and the Contractor's personnel and/or agents are providing Services pursuant to this Agreement shall enter into a County issued NDA prior to receiving any County Confidential Information. The County shall enter into, and cause all other contractors or service providers to whom Contractor's Confidential Information may be disclosed, an NDA reasonably acceptable to Contractor prior to using or disclosing any Contractor Confidential Information to any person or entity in connection with integration of the System or data generated by the System with video surveillance equipment or software, or any other purpose.

(e) The provisions of this Section shall survive the termination of this Agreement.

9. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement, provided that nothing herein shall be construed to oblige Contractor to obtain or maintain Site Permissions.

10. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible

for and shall indemnify and hold harmless the County, its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, reasonable attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether taken pursuant to or authorized by this Agreement and regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence or willful misconduct of the County.

(b) Intellectual Property Infringement Indemnity -- Contractor shall indemnify, defend and/or hold harmless the County from and against claims of intellectual property infringement or violation of intellectual property rights to the extent provided in, and subject to the terms, conditions, and limitations of, the provisions of the Contractor's Standard Terms and Conditions (Appendix A) and Gunshot Location System Software License (Appendix B) entitled "IP Infringement; Exclusive Remedy," which are incorporated herein by reference.

(c) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section and the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(d) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(e) In the case of any claim asserted by a third party against an Indemnified Party for which indemnification is required under this Agreement, written notice shall be given by the Indemnified Party to the Contractor promptly after such Indemnified Party has actual knowledge of any claim as to which indemnity may be sought, and the Indemnified Party shall permit the Contractor (at the Contractor's expense) to assume and control the defense of any claim or any litigation resulting therefrom; provided, however, that any Indemnified Party may, at its own expense, retain separate counsel to monitor the progress of (but not participate in) such defense. The Contractors shall have the right to defend (and shall have the right to control the defense of) the Indemnified Party by appropriate proceedings; provided, that, except with the prior written consent of the Indemnified Party, Contractor shall not, in the defense of any such claim or litigation, consent to entry of any judgment or enter into any settlement that provides for injunctive or other nonmonetary relief affecting the Indemnified Party or that does not include as an unconditional term thereof the giving by each claimant or plaintiff to such Indemnified Party of a release from all liability with respect to such claim or litigation. In any event, the Contractor and the Indemnified Parties shall cooperate in the defense of any claim or litigation subject to this paragraph and the books and records of each shall be available to the other with respect to such defense thereof.

(f) Indemnification Limit -- In no event shall Contractor have any liability to the County or any one or more Indemnitees for any losses or other amounts incurred or expended in any connection with a single indemnification claim or incident or multiple claims or incidents (whether related or unrelated) in excess of the amount of available insurance. Indemnification obligations limits shall not apply to

Contractor's breach of confidentiality obligations, the ability of a party to obtain injunctive relief, or the Contractor's gross negligence or willful misconduct.

(g) The provisions of this Section 9 state the County's complete and exclusive rights to indemnity or contribution from Contractor, under any legal or equitable theory, regardless of the nature of the claim, loss or injury. The provisions of this Section shall survive the termination of this Agreement.

11. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than three million dollars (\$3,000,000) per occurrence and five million dollars (\$5,000,000) aggregate coverage; (ii) errors and omissions insurance policy with minimum single combined limit liability of not less than three million dollars (\$3,000,000), and (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law and (iv) such additional insurance as the County, in its reasonable discretion, may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance reasonably acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

12. Intellectual Property Rights. Ownership of intellectual property rights in and to the System technology and System Software shall be reserved by Contractor, and use of the System and System Software shall be licensed to the County and certain Nassau County Municipal Entities in accordance with and subject to the terms and conditions of the Contractor's Gunshot Location System Software License, attached hereto as Exhibit B.

13. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County

Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

14. Termination. (a) By the County. This Agreement may be terminated:

(i) for the convenience of the County, upon not less than thirty (30) days' written notice to the Contractor: (1) not earlier than six (6) months after execution of this Agreement, in the event that the County is unable, notwithstanding the County's best efforts to do so, obtain executed Site Permissions for the System during such two (2) year period, whereupon Contractor shall be entitled, as its sole and complete remedy, to be paid and to retain the first milestone payment of **\$150,750 (One Hundred Fifty Thousand Seven Hundred Fifty Dollars)**, payable at execution of the Agreement, and thereafter this Agreement shall be terminated and both parties shall thereafter be relieved of all further obligations and liabilities to one another; and (2) at any time after System installation and Acceptance, whereupon Contractor, as its sole and complete remedy, shall be entitled to be paid and to retain all milestone payments for designing, supplying, installing and testing the System, totaling **\$603,000 (Six Hundred Three Thousand Dollars)**, plus a pro rated portion of the **\$230,000 (Two Hundred Thirty Thousand Dollars)** payment for maintenance and support service, calculated based on the number of months or portion of a month (which shall be counted as a full month) prior to the effective date of termination during which the County was entitled to maintenance warranty and support. Contractor shall refund to the County the balance of the **\$230,000 (Two Hundred Thirty Thousand Dollars)** extended warranty payment after calculation of the foregoing pro ration, whereupon this agreement shall be terminated and both parties shall thereafter be relieved of all further obligations and liabilities to one another;

(ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, and (iii) upon mutual written Agreement of the County and the Contractor. As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement, after affording Contractor a thirty (30) day period within which to effect a cure, except that no cure period shall be required for Contractor's breach of the Confidentiality provisions of Section 8; and (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered.

(b) By the Contractor. This Agreement may be terminated by the Contractor for non-payment of any amounts due and payable hereunder, for breach of the County's or any Nassau County Municipal Entity's obligations or violation of Contractor's rights under this Agreement or any other document appended hereto and incorporated herein, or if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance.

Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible, and no notice shall be required for breach of the Confidentiality provisions of Section 8), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.



#### 15. Dispute Resolution

If a dispute, claim or controversy arises out of or arises in connection with this Agreement, including, but not limited to, the termination or validity hereof (a "Dispute"), the parties agree to use the following procedures, in lieu of either party initially pursuing other available remedies, to resolve the Dispute. The Parties agree that they will first attempt to settle any Dispute arising out of this Agreement through good faith negotiations in the spirit of mutual cooperation between representatives of the parties with authority to resolve the Dispute. Prior to taking action as provided in this Agreement, the Parties shall first submit the Dispute to an appropriate representative for each party for resolution, and if such representatives are unable to resolve such Dispute, either party may request that their respective chief executive officers or deputy county executive, attempt to resolve such Dispute through good faith negotiations. The officers or delegates to whom any such claim or controversy is submitted shall attempt to resolve the Dispute through good faith negotiations over a reasonable period, not to exceed 30 days in the aggregate unless otherwise agreed. Such 30-day period shall be deemed to commence on the date of a notice from either party describing the particular Dispute.

16. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles. Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

17. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

18. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of the Services in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the Services contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

19. Consent to Jurisdiction and Venue: Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State or the United States District Court for the Eastern District of New York and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

20. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

21. All Legal Provisions Deemed Included: Severability; Supremacy; Construction. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement, including the provisions of any schedule, exhibit, appendix, or attachment, should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

22. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

23. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

24. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of **Five Hundred and Thirty-three Dollars (\$533.00)** for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

25. Appendices, Exhibits and Attachments. The documents listed below have been attached hereto and are incorporated herein as a part of this Agreement to the extent provided herein:

- Contractor's Proposal 2008NCNYPD01182008.3
- Appendix A – Contractor's General Terms and Conditions
- Appendix B – Contractor's Gunshot Location System Software License
- Appendix C – Contractor's Extended Warranty, Support and Maintenance Terms
- Appendix D – Customer Acceptance Test Form and Contractor's System Troubleshooting and Handover Procedures
- Appendix EE – EEO
- Appendix – L Form of Certificate of Compliance

26. Singular, Plural and Gender. When used in this Agreement, the singular includes the plural, the plural includes the singular, and gender related pronouns include the feminine, masculine and neuter.

27. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.



SHOTSPOTTER, INC

By: 

Name: JAMES G. BELOUK

Title: PRESIDENT & CEO

Date: 30 MAY 2008

NASSAU COUNTY

By: 

Name: Francis X. Rizzo

Title: Deputy County Executive

Date: May 13, 2008

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)  
COUNTY OF NASSAU ) ss.:

*See attached*

On the \_\_\_\_ day of \_\_\_\_ in the year 200\_\_ before me personally came  
\_\_\_\_ to me personally known, who, being by me duly sworn, did depose and  
say that he or she resides in the County of \_\_\_\_; that he or she is the  
\_\_\_\_ of \_\_\_\_, the corporation described herein  
and which executed the above instrument; and that he or she signed his or her name thereto by  
authority of the board of directors of said corporation.

NOTARY PUBLIC

STATE OF NEW YORK)  
COUNTY OF NASSAU ) ss.:

On the 13 day of June in the year 2008 before me personally came  
FX Ryan to me personally known, who, being by me duly sworn, did depose and  
say that he or she resides in the County of Nassau; that he or she is a Deputy County  
Executive of the County of Nassau, the municipal corporation described herein and which executed  
the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of  
the County Government Law of Nassau County.

*James D. Collins*  
NOTARY PUBLIC

JAMES D. COLLINS  
NOTARY PUBLIC, State of New York  
No. 4881903  
Qualified in Nassau County  
Commission Expires Dec. 29, 2010

State of California )

County of )

Santa Clara

**CALIFORNIA ALL-PURPOSE  
CERTIFICATE OF ACKNOWLEDGMENT**

On 30 May 2008 before me, Michele Lynne Puente  
(here, insert name and title of the officer)

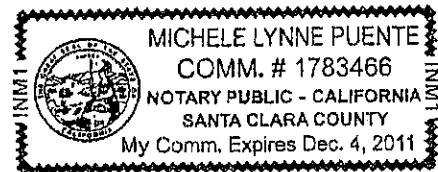
personally appeared

James G. Beldock

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

Michele Lynne Puente

(Seal)

**OPTIONAL INFORMATION**

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

**Description of Attached Document**

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of \_\_\_\_\_

containing \_\_\_\_\_ pages, and dated \_\_\_\_\_

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)  
☐ Attorney-in-Fact  
☐ Corporate Officer(s)

Title(s)

- ☐ Guardian/Conservator  
☐ Partner - Limited/General  
☐ Trustee(s)  
☐ Other: \_\_\_\_\_

representing: \_\_\_\_\_

Name(s) of Person(s) or Entity(ies) Signer is Representing

**Additional Information**

**Method of Signer Identification**

Proved to me on the basis of satisfactory evidence:  
☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:  
Page # \_\_\_\_\_ Entry # \_\_\_\_\_

Notary contact: \_\_\_\_\_

**Other**

- ☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)  
☐ \_\_\_\_\_

**Appendix EE**  
**Equal Employment Opportunities for Minorities and Women**

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrator's award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").



(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who

will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

## EXHIBIT EE

### Appendix L

#### Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

James G. Beldock (Name)

1060 Terra Bella Ave., Mountain View, CA 94043 (Address)

408-329-9200 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor
3. In the past five years, Contractor \_\_\_\_\_ has ☒ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

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EXHIBIT EE

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action \_\_\_\_\_ has ☒ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

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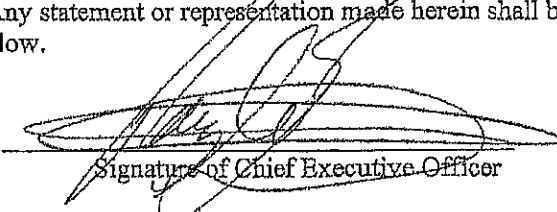
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5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

April 9, 2008  
Dated

  
Signature of Chief Executive Officer

James G. Beldock  
Name of Chief Executive Officer

Sworn to before me this

\_\_\_\_ day of \_\_\_\_\_, 2008.

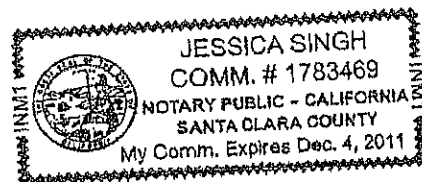
See attached  
\_\_\_\_\_  
Notary Public

State of California )  
County of Santa Clara )

## CALIFORNIA JURAT

Subscribed and sworn to (or affirmed) before me on this 9th day  
of April, 20 08, by - James G. Beldock -

proved to me on the basis of satisfactory evidence to be the person ~~(s)~~  
who appeared before me.



Signature Jessica Singh

Seal

### OPTIONAL INFORMATION

*Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this jurat to an unauthorized document and may prove useful to persons relying on the attached document.*

#### Description of Attached Document

This certificate is attached to a document titled/for the purpose of

Certificate of Compliance

containing \_\_\_\_\_ pages, and dated \_\_\_\_\_.

#### Additional Information

##### Method of Affiant Identification

Proved to me on the basis of satisfactory evidence:  
☒ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # \_\_\_\_\_ Entry # \_\_\_\_\_

Notary contact: \_\_\_\_\_

##### Other

☐ Affiant(s) Thumbprint(s) ☐ Describe: \_\_\_\_\_

Previously submitted  
See Attached

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor.

3. In the past five years, Contractor \_\_\_\_\_ has \_\_\_\_\_ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

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\_\_\_\_\_  
\_\_\_\_\_

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action \_\_\_\_\_ has \_\_\_\_\_ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

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5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

Dated \_\_\_\_\_

\_\_\_\_\_  
Signature of Chief Executive Officer

\_\_\_\_\_  
Name of Chief Executive Officer

Sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
Notary Public



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Doc #:

4413  
ShotSpotter, Inc. (DE)  
copy 2

## APPENDIX C

### SHOTSPOTTER MAINTENANCE AND SUPPORT AGREEMENT

This Maintenance and Support Agreement ("Agreement") is made and entered into effective as of \_\_\_\_\_, by and between ShotSpotter, Inc., a corporation having a place of business at 1060 Terra Bella Drive, Mountain View CA 94043 ("ShotSpotter," "we" or "us"), and Nassau County, a municipal corporation, having a place of business at 1550 Franklin Avenue, Mineola, NY 11501 ("County," "Customer" or "you").

**WHEREAS:** Customer has purchased a ShotSpotter Gunshot Detection and Location System, which includes certain software, hardware, and wireless networking components ("System") under the terms of a Service Agreement of which this Agreement is a part; and

**WHEREAS:** Customer wishes to engage ShotSpotter to provide certain maintenance and support services beyond the standard warranty terms and conditions applicable to the initial System purchase.

**NOW, THEREFORE,** Customer and ShotSpotter agree to the following terms and conditions:

#### **1. TERM, RENEWAL, AND FEES**

**A. Term and Commencement** The initial term of this Agreement will be for the three (3) year period commencing at the expiration of the one year initial limited warranty term set forth in the Master Services Agreement to which this Agreement is appended, and ending on the third year anniversary of the expiration of the initial term, provided that, the full amount of the fee specified in the Service Agreement has been paid. Receipt of payment constitutes acceptance of this Agreement.

**B. Renewal** The term may be renewed for five (5) successive periods of one (1) year each, and continuous warranty and support coverage shall be available; in accordance with the following procedures. Unless notice of non-renewal is given as provided herein, at least one hundred twenty (120) days prior to the expiration of the renewal term then in effect, ShotSpotter may offer renewal by sending Customer an invoice for the extended warranty fee then in effect, together with a statement of any changes to the terms and conditions of this Agreement, services, and service levels then in effect which will apply to the next renewal term. Customer may decline the renewal offer by sending ShotSpotter written notice of its intention not to renew, which notice must be received by ShotSpotter prior to the expiration of the term then in effect. If no such notice of nonrenewal is timely received, then ShotSpotter's renewal offer will be deemed accepted, and the term shall be renewed for another year. Customer acknowledges that ShotSpotter's renewal fees for the five (5) successive renewal terms contemplated herein are set forth in the Agreement to which this is appended, and that terms and conditions of this Agreement, and service levels hereunder, are subject to change from time to time, and that such fees, terms and conditions, and service levels may vary from those applicable to this Agreement in successive renewal terms.

**C. Initial Term Fees** The fees for the initial three year term are set forth in the Service Agreement to which this is appended.

#### **2. SERVICES AND SERVICE LEVELS**

During the term hereof, ShotSpotter agrees to provide the following services:

**A. Telephone Support** ShotSpotter shall make available by telephone a support specialist Monday through Friday, other than federal holidays, during the hours of 8:00 a.m. to 5:00 pm Pacific

Time. Voice mail messages may be left on other days and times, or if the support line is busy, and ShotSpotter shall return the messages on the next business day after they are received if received after hours, or on weekends and holidays, and within 4 hours the same day if received during business hours on weekdays other than holidays.

The telephone support specialist shall be responsible for receiving Customer reports of failures, errors or defects in System Components supplied by ShotSpotter, accessing the Customer's System remotely via Virtual Private Network, and, to the extent practicable over the telephone, making commercially-reasonable efforts to assist the Customer in resolving the Customer's reported problems. In the event the problem cannot be resolved telephonically, then ShotSpotter will use commercially-reasonable efforts to respond with a diagnosis of the problem within 24 hours of receipt of the report, and to restore functionality of the System to System specifications within 48 hours of receipt of the report.

ShotSpotter shall provide email access to support from 8:00am to 11:00 am Eastern Time.

**B. Support and Maintenance:** During the term hereof, ShotSpotter warrants that the components of the ShotSpotter System Components and Software (as defined below) will be free of defects in materials and workmanship that materially impair the functioning of the System in substantial conformity with the System description in the ShotSpotter General Terms and Conditions supplied with the System. During the term, we will, without cost to you for such services or parts, replace or repair any component of the System determined to be defective as to materials or workmanship.

The ShotSpotter System Components covered by this agreement may consist of and include: (i) static or portable acoustic sensors; weather-resistant enclosures for sensors; mobile display devices; central computer servers, ruggedized "base station" laptop computers and associated network and radio base station hardware; radio subscriber units and related antennas; the network bridge, switch or mesh node supplied as part of the ShotSpotter System's communications infrastructure; mounting, safety and grounding hardware provided for use with sensor installation or base station hardware; and documentation concerning the use and operation of the ShotSpotter System (collectively, the "ShotSpotter System Components").

The Software covered under this agreement consists exclusively of: (i) object-code versions of (a) the firmware embedded in each ShotSpotter static or portable acoustic sensor and Mobile display device purchased by you (if any); (b) ShotSpotter Location Server software; ShotSpotter Notification Engine software; ShotSpotter Console software, installed and operated locally on computers and devices supplied by ShotSpotter for your use by on and in connection with a ShotSpotter System, subject to the terms and conditions of the ShotSpotter Software License Agreement ("License") between you and us; and (ii) software documentation and operations manuals supplied with the foregoing software. (collectively, "Software").

Such ShotSpotter System Components and Software DO NOT INCLUDE (AND THIS LIMITED EXTENDED WARRANTY DOES NOT COVER): installation, engineering, acceptance, testing, or integration services; any hardware, computer, equipment or software not actually supplied by ShotSpotter for your use in connection with a ShotSpotter System; power sources or power wiring, connections, wiring, switches, computer and telecommunications equipment and other facilities used to transmit event data from sensors to the computer on which is installed the Software, or to send event reports to terminal devices in the field (e.g., to officers' mobile computing devices or telephones); nor does it include third party network, power or communications equipment connected to ShotSpotter-supplied equipment, or related software or firmware.

THIS LIMITED EXCLUSIVE WARRANTY ALSO EXPRESSLY EXCLUDES and DOES NOT COVER, damage caused by criminal activity, or combat conditions, lightning, electrical surge, theft, vandalism, fire, impact, usage conditions, or any other loss or damage caused by events or circumstances outside our control after installation and/or delivery

Further, ShotSpotter shall have no obligations under this limited extended warranty to the extent that any defect or malfunction 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 supplied or approved by ShotSpotter as part of the ShotSpotter System, nor shall it apply to the extent that any defect or malfunction relates to meeting or conforming to any instruction, design, direction or specification furnished by the Customer, nor to the extent that the ShotSpotter System Components or Software are used for or in connection with any purpose, application or function other than detecting and locating gunshots exclusively through acoustic means.

In fulfillment of this warranty, we reserve the rights to either repair or replace, at our sole discretion, any defective ShotSpotter System Component, to substitute components of equal or greater quality and functionality at the time of replacement or repair, and to use reconditioned components.

Any services outside the scope of this extended warranty shall be performed by ShotSpotter pursuant to the following rates: \$200 per hour, and shall be ordered by Customer pursuant to a duly-authorized invoice or purchase order.

**C. Software Update and Upgrades** Provided and on condition that the System hardware, networking technology and software, as installed, were in ShotSpotter's standard configuration, and have not been modified or customized after installation other than by ShotSpotter, then ShotSpotter will provide to the Customer updates and upgrades to the Customer's standard Software, if any, which ShotSpotter makes generally available to other customers purchasing support and maintenance for the particular System purchased by Customer, together with installation instructions. Such updates and upgrades may (but not necessarily shall) include new versions, new functionality and features, security enhancements, and bug fixes. Such Software updates and upgrades shall not include any customization or non-standard enhancements, or third party operating system, database and other third party software.

Customer's rights to install and use System Software updates and upgrades are limited, and shall be strictly in accordance with the ShotSpotter System Software License supplied with the System (which is an essential part of this Agreement). Any and all rights not granted expressly in such License are hereby reserved. For the terms and conditions of your limited license to Software and documentation, and updates and upgrades, supplied under this Agreement please refer to that document, which is incorporated by reference into this Agreement.

**D. Training** ShotSpotter, at the specific request of the Customer, will provide two (2) onsite training events per year (if then current year's Agreement is current) for up to one week, provided that Customer agrees to pay ShotSpotter's training personnel's travel expenses for the second event. Training shall consist of, but not be limited to, retraining existing certified operators and new operators of the system including Dispatch, Patrol, Forensics and Crime Analysts.

**E. Expert Witness Services** ShotSpotter, at the specific request of the Customer, will provide qualified individual(s) for the purposes of expert witness testimony for any incident which the ShotSpotter System locates an incident and the incident information is deemed by the Customer to be valuable to the Customer's prosecutorial requirements. ShotSpotter requires at least three week notice of such a requirement in writing from the Customer. Customer must include dates, times, specific locations and a point of contact for ShotSpotter personnel. Customer agrees to reimburse ShotSpotter within thirty (30) days after the date of ShotSpotter's invoice up to \$200 per day for lodging and \$50 per day for meals, not to exceed \$250 per person per day. This benefit shall only be available to Customer if Customer is fully current with their maintenance payments, and if Customer is not current with their maintenance payments, then Customer may become current under the terms and conditions set forth herein. In the case that Customer is not current with their maintenance payments, then an expert witness shall NOT be assigned until Customer becomes current with their maintenance.

provided, to, by or through any person, government, country, or to any end-user, or for any end-uses, except in compliance with all applicable U.S. export control laws and regulations. You agree to comply with and are solely responsible for compliance, with all export laws and restrictions and regulations of any United States (U.S.) or foreign government, agency or authority, and agree not to export, re-export or engage in "deemed export," or to transfer or deliver, or to disclose or furnish, to any foreign (non-U.S.) government, foreign (non-U.S.) person or end-user, to any U.S. person or entity, any of the ShotSpotter System, System Components, Software, or any technical data or output data or direct data product thereof, or any service related thereto, in violation of any such restrictions, laws or regulations.

In addition to compliance with the foregoing, and without limiting the generality of the foregoing, you and your supplier shall not disclose, discuss, download, ship, transfer, deliver, furnish, or otherwise export or re-export any such item(s) to or through: (a) any country embargoed or subject to U.S. trade sanctions covering the same, to individuals or entities controlled by such countries, or to nationals or residents of such countries other than nationals who are lawfully admitted permanent residents of countries and are not subject to such sanctions; (b) 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; (c) any person on the U.S. Department of State's List of Debarred Parties; (d) 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 (e) any other end-user or for any end-use prohibited by law or regulation, as any and all of the same may be amended from time to time, or any successor thereto.

You represent and warrant that you have complied, and, at all times during your possession of any part of the ShotSpotter System, System Components, and Software, will comply, with these conditions.

## G. Protection of Confidential Information

See Section 8 of the Agreement to which this Exhibit is attached.

## H. Limited Exclusive Warranty

Subject to the provisions hereof, and provided that you comply with your obligations under the terms and conditions stated herein, for a period of one year (1 year) from the date the system is fully operational and accepted by the County as specified in the Agreement we warrant that the components and installation of the Software will be free of defects in materials and workmanship that materially impair the functioning of the associated ShotSpotter gunshot detection System in substantial conformity with the System specifications in ShotSpotter documentation. During such one (1) year period, we will, without cost to you, replace or repair any Software we determine to be defective as to materials or workmanship.

THIS LIMITED EXCLUSIVE WARRANTY EXCLUDES AND DOES NOT COVER power sources or power wiring, connections, wiring, switches, computer and telecommunications equipment and other facilities used to transmit event data from sensors to the computer on which is installed the Software, or to send event reports to terminal devices in the field (e.g., to officers' mobile computing devices or telephones); nor does it include third party network, power or communications equipment connected to ShotSpotter-supplied equipment, or related software or firmware. THIS LIMITED EXCLUSIVE WARRANTY ALSO EXPRESSLY EXCLUDES and DOES NOT COVER, damage caused by criminal activity, or

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US Patent Nos. 5,973,998; 6,847,587; 7,139,222; 7,268,045 and other foreign and domestic patents pending.

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combat conditions, lightning, electrical surge, theft, vandalism, fire, impact, or usage conditions, or any other loss or damage caused by events or circumstances outside our control after installation and/or delivery.

This Limited Exclusive Warranty applies only to Customer or City, and may not be assigned except as permitted in the Agreement. This Limited Exclusive Warranty does not apply to losses or damages to Software that occur in shipment to or from us. Further, this Limited Warranty does not apply and shall not cover any losses or damage to the Software that we determine resulted from defective installation or operation of any ShotSpotter System component or Software by you, or anyone other than ShotSpotter, including any ShotSpotter System reseller or integrator; failure to perform required preventative maintenance of Products such as tuning, level setting, or battery replacement; relocation, removal, disconnection, modification or alteration of the Software or any component of the System; merging, combining, integrating or bundling the Software or any component of the System, in whole or in part, with other software, hardware, devices, systems, technologies, products, services, functions or capabilities without first notifying and obtaining approval from us; operation by anyone other than competent and qualified personnel in accordance with any operating instructions furnished by us; or any use in any manner or for any purpose for which the System is not designed or reasonably suited. Any of the foregoing shall void this Limited Exclusive Warranty.

SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THE LIMITED WARRANTY SET FORTH HEREIN IS THE ONLY WARRANTY MADE TO YOU AND IS PROVIDED IN LIEU OF ANY OTHER

WARRANTIES (IF ANY) CREATED BY ANY DOCUMENTATION OR PACKAGING. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY BY JURISDICTION.

## I. Termination

Termination of this License shall be in accordance with the provisions of the Master Services Agreement to which this is appended, provided that no prior notice and cure period shall be required in the event of breach or violation of ShotSpotter's intellectual property rights.

## J. IP Infringement; Exclusive Remedy

Subject to the terms and conditions hereof, ShotSpotter agrees to defend and indemnify Nassau County from and against losses, suits, damages, liability and expenses (including reasonable attorney and professional fees) arising out of a claim asserted in a lawsuit or action against the County by a third party unrelated to the you, in which such third party asserts a claim that the ShotSpotter System and/or Software, when used in accordance with ShotSpotter's specifications and for the purposes intended, directly infringes any valid and enforceable patent which was issued, or valid and enforceable copyright which was registered, as of the effective date of Customer's Agreement to purchase the ShotSpotter System.

Provided, however, that ShotSpotter shall have the right to choose counsel to defend such suit and/or action, and to control the settlement (including determining the terms and conditions of settlement) and the defense thereof, and that Customer shall provide ShotSpotter with reasonably prompt written notice of any such suit or action, and of any oral, written or other communication or other information or circumstances of which Customer becomes aware that could

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reasonably be expected to lead to such a suit or action (including any and all cease and desist demands or warnings, and offers or invitations to enter license agreements), and shall provide ShotSpotter all reasonable assistance and information in connection with ShotSpotter's investigation and defense of any claim of infringement.

Further provided, however, that this section shall not apply and ShotSpotter shall have no obligation to defend and indemnify Customer to the extent the Customer or unauthorized third party modifies, alters, substitutes, or supplements any of the ShotSpotter System, ShotSpotter System Components 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 supplied by ShotSpotter as part of the ShotSpotter System or approved by ShotSpotter, 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 ShotSpotter System Components or Software are used for or in connection with any purpose, application or function other than detecting and locating gunshots exclusively through acoustic means.

If, in ShotSpotter's opinion, the System, or any ShotSpotter System Component or Software may or is likely to become the subject of such a suit or action, does become the subject of a claim asserted against a Customer in a lawsuit which ShotSpotter is or may be obliged to defend under this section, or is determined to infringe the foregoing patents or copyrights of another in a final, non-appealable judgment subject to ShotSpotter's obligations under this section, then ShotSpotter may in full and final satisfaction of any and all of its obligations under this

section, at its option: (1) procure for Customer the right to continue using the affected component(s) or Software, (2) modify or replace such component(s) or Software to make it or them non-infringing, or (3) refund to the Customer the purchase price paid for the ShotSpotter System, less reasonable depreciation, without further liability to Customer or City, whereupon the Customer shall return the allegedly infringing ShotSpotter System components or Software to ShotSpotter.

**THE FOREGOING SECTION STATES THE ENTIRE LIABILITY OF SHOTSPOTTER AND CUSTOMER'S AND CITY'S EXCLUSIVE REMEDY FOR OR RELATING TO INFRINGEMENT OR CLAIMS OR ALLEGATIONS OF INFRINGEMENT OF ANY PATENT, COPYRIGHT, OR OTHER INTELLECTUAL PROPERTY RIGHTS IN OR TO THE SYSTEM, SYSTEM COMPONENTS, AND SOFTWARE. THIS SECTION IS IN LIEU OF AND REPLACES ANY OTHER EXPRESSED, IMPLIED OR STATUTORY WARRANTY AGAINST INFRINGEMENT OF ANY AND ALL INTELLECTUAL PROPERTY RIGHTS.**

**K. LIMITED WARRANTIES EXCLUSIVE; DISCLAIMERS—IMPORTANT: READ CAREFULLY**

**TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LIMITED WARRANTIES EXPRESSLY SET FORTH ABOVE ARE EXCLUSIVE, AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY SET FORTH HEREIN, AND NO PRIOR STATEMENTS, REPRESENTATIONS, OR COURSE OF DEALING BY ANY SHOTSPOTTER REPRESENTATIVES SHALL EXPAND OR MODIFY THESE WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE**

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LAW, ALL OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF QUALITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE OF ANY SERVICES OR ANY GOODS PROVIDED INCIDENTAL TO THE SERVICES PROVIDED UNDER THIS AGREEMENT ARE HEREBY EXPRESSLY DISCLAIMED AND SUPERSEDED BY THE EXCLUSIVE LIMITED EXPRESS WARRANTY AND DISCLAIMERS SET FORTH HEREIN.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING LIMITATIONS AND DISCLAIMERS, WHILE THE SHOTSPOTTER SYSTEM IS NOT DESIGNED, SOLD, OR INTENDED TO BE USED TO DETECT, INTERCEPT, TRANSMIT OR RECORD ORAL COMMUNICATIONS OF ANY KIND, SHOTSPOTTER CANNOT CONTROL HOW THE SYSTEM AND ITS COMPONENTS ARE USED, AND, ACCORDINGLY, SHOTSPOTTER DOES NOT WARRANT OR REPRESENT, EXPRESSLY OR IMPLICITLY, THAT USE OF THE SHOTSPOTTER SYSTEM WILL COMPLY OR CONFIRM TO THE REQUIREMENTS OF FEDERAL, STATE OR LOCAL STATUTES, ORDINANCES AND LAWS, OR THAT USE OF THE SYSTEM WILL NOT VIOLATE THE PRIVACY RIGHTS OF THIRD PARTIES. YOU SHALL BE SOLELY RESPONSIBLE FOR USING THE SYSTEM IN FULL COMPLIANCE WITH APPLICABLE LAW AND THE RIGHTS OF THIRD PARTIES..

FURTHER, REGARDLESS OF ANY PRIOR STATEMENTS, REPRESENTATIONS, OR COURSE OF DEALINGS BY ANY SHOTSPOTTER REPRESENTATIVES, WE DO NOT WARRANT OR REPRESENT, EXPRESSLY OR IMPLICITLY, THAT THE USE OF THE SHOTSPOTTER SYSTEM WILL RESULT IN THE PREVENTION OF

CRIME OR HOSTILE ENEMY ACTION, APPREHENSION OR CONVICTION OF ANY PERPETRATOR OF ANY CRIME, MILITARY PROSECUTION OF ANY ENEMY FORCE, OR DETECTION OR NEUTRALIZATION OF ANY COMBATANT OR THREAT, NOR DO WE WARRANT OR REPRESENT THAT THE SYSTEM WILL PREVENT ANY LOSS, DEATH, INJURY, OR DAMAGE TO PROPERTY DUE TO THE DISCHARGE OF A FIREARM OR OTHER WEAPON, OR THAT THE SHOTSPOTTER SYSTEM WILL IN ALL CASES DETECT AND PLOT THE LOCATION OF ALL FIREARM DISCHARGES WITHIN THE DESIGNATED COVERAGE AREA, OR THAT THE SHOTSPOTTER SYSTEM WILL IN ALL CASES TRACK THE LOCATION OF FRIENDLY FORCES OR SHOTSPOTTER SENSORS, OR THAT THE SHOTSPOTTER SUPPLIED NETWORK WILL REMAIN IN OPERATION AT ALL TIMES OR UNDER ALL CONDITIONS AND ALL WARRANTIES, EXPRESS OR IMPLIED, OF FITNESS FOR HIGH RISK PURPOSES REQUIRING FAIL-SAFE PERFORMANCE ARE HEREBY EXPRESSLY DISCLAIMED.

YOU AND WE EACH ACKNOWLEDGE AND AGREE THAT THE SHOTSPOTTER SYSTEM IS NOT A CONSUMER GOOD, AND IS NOT INTENDED FOR SALE TO OR USE BY OR FOR PERSONAL, FAMILY OR HOUSEHOLD USE. YOU WARRANT AND REPRESENT THAT YOU AND EACH USER OF THE SYSTEM ARE AND WILL BE GOVERNMENTAL, MILITARY, LAW ENFORCEMENT OR PUBLIC SAFETY AGENCIES. YOU ALSO ACKNOWLEDGE AND AGREE THAT YOUR AGENCY HAS ESTABLISHED SPECIFICATIONS FOR GOODS AND SERVICES OF THIS NATURE, AND THAT YOU HAVE, AFTER DUE DILIGENCE, DETERMINED THAT THE SHOTSPOTTER SYSTEM MEETS IN ALL MATERIAL RESPECTS YOUR AGENCY'S SPECIFICATIONS, AND THAT YOU ARE AWARE OF THE

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US Patent Nos. 5,973,996; 6,847,587; 7,139,222, 7,266,045 and other foreign and domestic patents pending.

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## SYSTEM'S INTENDED USES AND LIMITATIONS.

### L. LIMITATIONS ON LIABILITY

IN NO EVENT SHALL EITHER PARTY OR ANY OF ITS RESPECTIVE DIRECTORS, OFFICERS, MEMBERS, ATTORNEYS, AGENTS, INSTALLERS, OR SUBCONTRACTORS BE LIABLE UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY, OR OTHER LEGAL THEORY FOR LOST PROFITS, LOST REVENUES, LOST BUSINESS OPPORTUNITIES, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER ANY PARTY OR ENTITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, SHOTSPOTTER'S CUMULATIVE LIABILITY FOR FOR ALL LOSSES, CLAIMS, SUITS, CONTROVERSIES, BREACHES OR DAMAGES FOR ANY CAUSE WHATSOEVER (INCLUDING BUT NOT LIMITED TO THOSE ARISING OF OR RELATED TO THIS AGREEMENT) AND REGARDLESS OF THE FORM OF ACTION OR LEGAL THEORY SHALL NOT EXCEED THE AMOUNT OF INSURANCE AVAILABLE TO COVER THE LOSS

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## APPENDIX A

### SHOTSPOTTER, INC. GENERAL TERMS AND CONDITIONS OF SALE

ShotSpotter, Inc. (also "ShotSpotter," "we," "us," or "our") and Nassau County, named in the Agreement to which this exhibit is attached (also "Customer," "you" or "your") agree to the following General Terms and Conditions. The following Terms and Conditions are an essential part of the purchase order or Agreement under which you purchase a ShotSpotter Gunshot Location System ("ShotSpotter System"). Your installation, activation or use of any part of the ShotSpotter System (and/or signature on the purchase order and/or Agreement) shall constitute your representation that you have read these Terms and Conditions, and your acceptance of them as an integral part of the Agreement and your purchase or order of the ShotSpotter System. If you do not agree to be bound by these terms and conditions, do not install, activate or use any part of the ShotSpotter System and return all components in their original packaging to your supplier. In consideration of the parties' mutual undertakings set forth herein, you and we agree as follows:

**1. LIMITED EXCLUSIVE WARRANTY.** Provided that you comply with your obligations under the terms and conditions the warranties specified in the Agreement shall apply. During the applicable Warranty Period, we will, without cost to you, replace or repair any component of the ShotSpotter System Components or Software that are defective as to materials or workmanship.

The ShotSpotter System Components covered by this limited exclusive warranty consist exclusively of: (a) each static or portable acoustic sensor purchased by you; (b) a weather-resistant enclosure for each such sensor; each Mobile display device purchased by you (if any); (c) each central computer server, and/or ruggedized "base station" laptop computer purchased by you (if any), and associated network and radio base station hardware; (d) radio subscriber units and related antennas; (e) the network bridge, switch or mesh node supplied as part of the ShotSpotter system's communications infrastructure; (f) mounting, safety and grounding hardware provided for use with sensor installation or base station hardware; and (g) documentation concerning the use and operation of the ShotSpotter System (collectively, the "ShotSpotter System Components").

The Software covered under this limited exclusive warranty consists exclusively of: (i) object-code versions of (a) the firmware embedded in each ShotSpotter static or portable acoustic sensor and Mobile display device purchased by you (if any); (b) ShotSpotter Location Server software; ShotSpotter Notification Engine software; ShotSpotter Console software, and video surveillance application interfaces, installed and operated locally on computers and devices supplied by ShotSpotter for your use by on and in connection with a ShotSpotter System, subject to the terms and conditions of the ShotSpotter Software License Agreement ("License") between you and us; and (ii) software documentation and operations manuals supplied with the foregoing software (collectively, "Software").

Such ShotSpotter System Components and Software DO NOT INCLUDE (AND THIS LIMITED EXCLUSIVE WARRANTY DOES NOT COVER): installation, engineering or integration services not actually performed by ShotSpotter or its designee; any hardware, computer, equipment or software not actually supplied by ShotSpotter for your use in connection with a ShotSpotter System; power sources or power wiring, connections, wiring, switches, computer and telecommunications equipment and other facilities used to transmit event data from sensors to the computer on which is installed the Software, or to send event reports to terminal devices in the field (e.g., to officers' mobile computing devices or telephones); nor does it include third party network, power or communications equipment connected to ShotSpotter-supplied equipment, or related software or firmware.

THIS LIMITED EXCLUSIVE WARRANTY ALSO EXPRESSLY EXCLUDES ordinary wear and tear, damage caused by criminal activity, combat conditions, lightning, electrical surge, theft,

vandalism, fire, impact, or usage conditions, or any other loss or damage caused by events or circumstances outside our control after installation and/or delivery. This warranty DOES NOT include routine software support and maintenance for, or upgrades to the Software. Maintenance and support is provided pursuant to the separate Maintenance and Support Agreement between the parties.

This Limited Exclusive Warranty applies only to Customer or City and may not be assigned except as permitted in the Agreement. This Limited Exclusive Warranty does not apply to losses or damages to Products that occur in shipment to or from us. Further, this Limited Warranty shall not cover and losses or damage to the Products that we determine resulted from defective installation or operation of any ShotSpotter System Component or Software by you, or anyone other than ShotSpotter or its designee; failure to perform required preventative maintenance of Products such as tuning, level setting, or battery replacement; relocation, removal, disconnect, modification or alteration any component of the Products without first notifying and obtaining approval from us; operation by anyone other than competent and qualified personnel in accordance with any operating instructions furnished by us; or any use in any manner or for any purpose for which the Products are not designed or reasonably suited, any of which shall void this Limited Exclusive Warranty.

In fulfillment of this warranty, we reserve the rights to either repair or replace, at our sole discretion, any defective component, to substitute components of equal quality at the time of replacement or repair, and to use reconditioned components.

To initiate a warranty claim, you shall contact our Customer Service Department or the Customer Service Department of our authorized Integrator and request a Return Material Authorization (RMA) number, and return all defective Products to the address provided with the RMA number, with all insurance and freight charges prepaid by you. When returning any Product for warranty service, you also agree to provide us with information concerning the malfunction of the Product, your return mailing address, telephone number, name and location, and proof of the original date of shipment from ShotSpotter to you. We may replace the defective Product with a new or remanufactured, functionally equivalent Product at our option.

During the applicable Warranty Period, all labor and materials will be provided without charge to you. Products repaired or replaced by Seller under warranty will continue to be warranted according to the provisions of this Limited Warranty for the duration of the initial Warranty Period. Product returned and determined to be out of warranty will be repaired or replaced on a time and materials basis for parts and labor upon receipt of your Purchase Order for such services. Products returned during the warranty period and found not to be defective following inspection by us will be subject to our then-current evaluation charges. We will return the Products to Buyer after repair or replacement by the carrier and transportation method chosen by Seller on Seller's standard shipping terms.

## **2. IP Infringement; Exclusive Remedy**

Subject to the terms and conditions hereof, ShotSpotter agrees to defend and indemnify Nassau County from and against losses, suits, damages, liability and expenses (including reasonable attorney and professional fees) arising out of a claim asserted in a lawsuit or action against the County by a third party unrelated to the you, in which such third party asserts a claim that the ShotSpotter System and/or Software, when used in accordance with ShotSpotter's specifications and for the purposes intended, directly infringes any valid and enforceable patent which was issued, or valid and enforceable copyright which was registered, as of the effective date of Customer's Agreement to purchase the ShotSpotter System.

Provided, however, that ShotSpotter shall have the right to choose counsel to defend such suit and/or action, and to control the settlement (including determining the terms and conditions of settlement) and the defense thereof, and that Customer shall provide ShotSpotter with reasonably

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

Further provided, however, that this section shall not apply and ShotSpotter shall have no obligation to defend and indemnify Customer to the extent the Customer or unauthorized third party modifies, alters, substitutes, or supplements any of the ShotSpotter System, ShotSpotter System Components 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 supplied by ShotSpotter as part of the ShotSpotter System or approved by ShotSpotter, 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 ShotSpotter System Components or Software are used for or in connection with any purpose, application or function other than detecting and locating gunshots exclusively through acoustic means.

If, in ShotSpotter's opinion, the System, or any ShotSpotter System Component or Software may or is likely to become the subject of such a suit or action, does become the subject of a claim asserted against a Customer in a lawsuit which ShotSpotter is or may be obliged to defend under this section, or is determined to infringe the foregoing patents or copyrights of another in a final, non-appealable judgment subject to ShotSpotter's obligations under this section, then ShotSpotter may in full and final satisfaction of any and all of its obligations under this section, at its option: (1) procure for Customer the right to continue using the affected component(s) or Software, (2) modify or replace such component(s) or Software to make it or them non-infringing, or (3) refund to the Customer the purchase price paid for the ShotSpotter System, less reasonable depreciation, without further liability to Customer or City, whereupon the Customer shall return the allegedly infringing ShotSpotter System components or Software to ShotSpotter.

**THE FOREGOING SECTION STATES THE ENTIRE LIABILITY OF SHOTSPOTTER AND CUSTOMER'S AND CITY'S EXCLUSIVE REMEDY FOR OR RELATING TO INFRINGEMENT OR CLAIMS OR ALLEGATIONS OF INFRINGEMENT OF ANY PATENT, COPYRIGHT, OR OTHER INTELLECTUAL PROPERTY RIGHTS IN OR TO THE SYSTEM, SYSTEM COMPONENTS, AND SOFTWARE. THIS SECTION IS IN LIEU OF AND REPLACES ANY OTHER EXPRESSED, IMPLIED OR STATUTORY WARRANTY AGAINST INFRINGEMENT OF ANY AND ALL INTELLECTUAL PROPERTY RIGHTS.**

### **3. LIMITED WARRANTIES EXCLUSIVE; DISCLAIMERS— IMPORTANT: READ CAREFULLY**

**TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LIMITED WARRANTIES EXPRESSLY SET FORTH ABOVE ARE EXCLUSIVE, AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY SET FORTH HEREIN, AND NO PRIOR STATEMENTS, REPRESENTATIONS, OR COURSE OF DEALING BY ANY SHOTSPOTTER REPRESENTATIVES SHALL EXPAND OR MODIFY THESE WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF QUALITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE OF ANY SERVICES OR ANY GOODS PROVIDED INCIDENTAL TO THE SERVICES PROVIDED UNDER THIS AGREEMENT**

ARE HEREBY EXPRESSLY DISCLAIMED AND SUPERSEDED BY THE EXCLUSIVE LIMITED EXPRESS WARRANTY AND DISCLAIMERS SET FORTH HEREIN.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING LIMITATIONS AND DISCLAIMERS, WHILE THE SHOTSPOTTER SYSTEM IS NOT DESIGNED, SOLD, OR INTENDED TO BE USED TO DETECT, INTERCEPT, TRANSMIT OR RECORD ORAL COMMUNICATIONS OF ANY KIND, SHOTSPOTTER CANNOT CONTROL HOW THE SYSTEM AND ITS COMPONENTS ARE USED, AND, ACCORDINGLY SHOTSPOTTER DOES NOT WARRANT OR REPRESENT, EXPRESSLY OR IMPLICITLY, THAT USE OF THE SHOTSPOTTER SYSTEM WILL COMPLY OR CONFIRM TO THE REQUIREMENTS OF FEDERAL, STATE OR LOCAL STATUTES, ORDINANCES AND LAWS, OR THAT USE OF THE SYSTEM WILL NOT VIOLATE THE PRIVACY RIGHTS OF THIRD PARTIES. YOU SHALL BE SOLELY RESPONSIBLE FOR USING THE SYSTEM IN FULL COMPLIANCE WITH APPLICABLE LAW AND THE RIGHTS OF THIRD PARTIES.

FURTHER, REGARDLESS OF ANY PRIOR STATEMENTS, REPRESENTATIONS, OR COURSE OF DEALINGS BY ANY SHOTSPOTTER REPRESENTATIVES, WE DO NOT WARRANT OR REPRESENT, EXPRESSLY OR IMPLICITLY, THAT THE USE OF THE SHOTSPOTTER SYSTEM WILL RESULT IN THE PREVENTION OF CRIME OR HOSTILE ENEMY ACTION, APPREHENSION OR CONVICTION OF ANY PERPETRATOR OF ANY CRIME, MILITARY PROSECUTION OF ANY ENEMY FORCE, OR DETECTION OR NEUTRALIZATION OF ANY COMBATANT OR THREAT, NOR DO WE WARRANT OR REPRESENT THAT THE SYSTEM WILL PREVENT ANY LOSS, DEATH, INJURY, OR DAMAGE TO PROPERTY DUE TO THE DISCHARGE OF A FIREARM OR OTHER WEAPON, OR THAT THE SHOTSPOTTER SYSTEM WILL IN ALL CASES DETECT AND PLOT THE LOCATION OF ALL FIREARM DISCHARGES WITHIN THE DESIGNATED COVERAGE AREA, OR THAT THE SHOTSPOTTER SYSTEM WILL IN ALL CASES TRACK THE LOCATION OF FRIENDLY FORCES OR SHOTSPOTTER SENSORS, OR THAT THE SHOTSPOTTER-SUPPLIED NETWORK WILL REMAIN IN OPERATION AT ALL TIMES OR UNDER ALL CONDITIONS. ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, OF FITNESS FOR HIGH RISK PURPOSES REQUIRING FAIL-SAFE PERFORMANCE ARE HEREBY EXPRESSLY DISCLAIMED.

YOU AND WE EACH ACKNOWLEDGE AND AGREE THAT THE SHOTSPOTTER SYSTEM IS NOT A CONSUMER GOOD, AND IS NOT INTENDED FOR SALE TO OR USE BY OR FOR PERSONAL, FAMILY OR HOUSEHOLD USE. YOU WARRANT AND REPRESENT THAT YOU AND EACH USER OF THE SYSTEM ARE AND WILL BE GOVERNMENTAL, MILITARY, LAW ENFORCEMENT OR PUBLIC SAFETY AGENCIES. YOU ALSO ACKNOWLEDGE AND AGREE THAT YOUR AGENCY HAS ESTABLISHED SPECIFICATIONS FOR GOODS AND SERVICES OF THIS NATURE, AND THAT YOU HAVE, AFTER DUE DILIGENCE, DETERMINED THAT THE SHOTSPOTTER SYSTEM MEETS IN ALL MATERIAL RESPECTS YOUR AGENCY'S SPECIFICATIONS, AND THAT YOU ARE AWARE OF THE SYSTEM'S INTENDED USES AND LIMITATIONS.

#### 4. YOUR OBLIGATIONS.

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

A. You agree to pay all sums due under the purchase Agreement or order as and when they are due pursuant to the terms of such Agreement or order.

B. You agree to use your best efforts to timely perform and comply with your obligations set forth in the ShotSpotter Customer Requirements Document (including, without limitation, in the Implementation Plan and Timetable section thereof), supplied as requested, and made a part hereof.

ShotSpotter's duties, including warranty obligations to you shall be predicated and conditioned upon your timely performance of and compliance with your obligations set forth in that document.

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

D. You shall not change the installation site of any component of the ShotSpotter System without our prior written consent, after notice, which consent we will not unreasonably withhold.

E. You may not relocate, remove, disconnect, modify or in any way alter any component of the ShotSpotter System except mobile software without first notifying and obtaining approval from us.

F. If a ShotSpotter System Component, Software or ShotSpotter System appears to be defective, you must immediately inform us or our authorized integrator.

G. You are responsible for safeguarding ShotSpotter equipment from loss, damage or theft. We should be notified immediately regarding any actual or possible damage to, theft, unauthorized access to or copying of, or loss of any ShotSpotter System Component or Software.

H. You shall afford us secure (i.e. Virtual Private Network) access from your ShotSpotter System to our server over your existing Internet connection or over a dedicated link, at your sole cost and expense. You shall make your best efforts to ensure that this access is up at all times (24 x 7 x 365) for the purposes of our monitoring the System.

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

J. We or our representatives may at reasonable times upon reasonable notice with your permission, enter your premises for purposes of inspecting, examining or repairing the ShotSpotter System. As to components installed on the property of others, you shall use your best efforts to obtain permission for us and our representatives to enter onto such property at any time for such purposes. We shall not be responsible for any delays or failures to inspect, examine and/or repair caused by our inability to gain entry to property for such purposes for any reason.

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

**5. INTELLECTUAL PROPERTY RIGHTS: LIMITED LICENSE**. We or our licensors retain all ownership of all intellectual property rights in and to all software, computer programs, related documentation, technology, knowhow and processes embodied in or made available to you in connection with the ShotSpotter System, ShotSpotter System Components, and Software, including, without limitation, all patent rights, copyrights, trade secret rights, trademarks and service marks. Your rights to install and use software included with the ShotSpotter System ("Software") are limited, and shall be strictly in accordance with the **ShotSpotter System Software License Agreement** (which is supplied herewith, and an essential part of the Agreement). Any and all rights not granted expressly in such License are hereby reserved. For the terms and conditions of your limited license to Software and documentation, please refer to that document, which is incorporated by reference into these Terms and Conditions.

**6. EXPORT CONTROL.** You acknowledge and agree that no part of the Software, ShotSpotter System or any System Component thereof may be transferred, shipped, delivered, received, exported or re-exported, nor may any technical data directly relating to any of the same or the underlying information or technology be disclosed, downloaded, transferred, furnished, or otherwise provided, to, by or through any person, government, country, or to any end-user, or for any end-uses, except in compliance with all applicable U.S. export control laws and regulations. You agree to comply with and are solely responsible for compliance, with all export laws and restrictions and regulations of any United States (U.S.) or foreign government, agency or authority, and agree not to export, re-export or engage in "deemed export," or to transfer or deliver, or to disclose or furnish, to any foreign (non-U.S.) government, foreign (non-U.S.) person or end-user, to any U.S. person or entity, any of the ShotSpotter System, System Components, Software, or any technical data or output data or direct data product thereof, or any service related thereto, in violation of any such restrictions, laws or regulations.

In addition to compliance with the foregoing, and without limiting the generality of the foregoing, you and your supplier shall not disclose, discuss, download, ship, transfer, deliver, furnish, or otherwise export or re-export any such item(s) to or through: (a) any country embargoed or subject to U.S. trade sanctions covering the same, to individuals or entities controlled by such countries, or to nationals or residents of such countries other than nationals who are lawfully admitted permanent residents of countries and are not subject to such sanctions; (b) 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; (c) any person on the U.S. Department of State's List of Debarred Parties; (d) 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 (e) any other end-user or for any end-use prohibited by law or regulation, as any and all of the same may be amended from time to time, or any successor thereto.

In addition, from time to time upon ShotSpotter's reasonable request, you will obtain and provide ShotSpotter with such information, documents and certifications executed by such persons, entities, or duly authorized officers or agents thereof, as ShotSpotter may request to verify your and your supplier's compliance with all applicable export control laws and regulations to which any ShotSpotter System, Software, or System Component or related service is or may be subject.

Notwithstanding any provision of this or any other agreement, ShotSpotter's obligation to fill any purchase order or to perform any service is and shall be expressly conditioned on ShotSpotter's determination to its sole satisfaction that any proposed export or re-export of, or furnishing of any information or any services relating to, any ShotSpotter System, Software, or System Component, is and will be in full compliance with all export control regulations, and ShotSpotter shall not be deemed in breach of its obligations to you or your supplier hereunder in the event ShotSpotter fails or refuses to fill any order because it is not so satisfied.

You represent and warrant that you have complied, and, at all times during your possession of any part of the ShotSpotter System, System Components, and Software, will comply, with these conditions.

**7. PROTECTION OF CONFIDENTIAL INFORMATION.** See Section 8 of the Agreement to which this is attached.

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



9. **FORCE MAJEURE.** In no event shall either party be liable for any delay or default in its performance of any obligation under this or any other agreement caused directly or indirectly by an act or omission of the other party or intended third party beneficiary, or persons acting under direction and/or control of such other party or intended third party beneficiary, 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 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 the first party's reasonable control. Any of the foregoing causes shall be deemed to suspend such obligations of a party so long as any such cause shall prevent or delay performance.

11. **LIMITATIONS ON LIABILITY**

IN NO EVENT SHALL EITHER PARTY OR ANY OF ITS RESPECTIVE DIRECTORS, OFFICERS, MEMBERS, ATTORNEYS, AGENTS, INSTALLERS, OR SUBCONTRACTORS BE LIABLE UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY, OR OTHER LEGAL THEORY FOR LOST PROFITS, LOST REVENUES, LOST BUSINESS OPPORTUNITIES, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER ANY PARTY OR ENTITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, SHOTSPOTTER'S CUMULATIVE LIABILITY FOR ALL LOSSES, CLAIMS, SUITS, CONTROVERSIES, BREACHES OR DAMAGES FOR ANY CAUSE WHATSOEVER (INCLUDING BUT NOT LIMITED TO THOSE ARISING OF OR RELATED TO THIS AGREEMENT) AND REGARDLESS OF THE FORM OF ACTION OR LEGAL THEORY SHALL NOT EXCEED THE AMOUNT OF INSURANCE AVAILABLE TO COVER THE LOSS



## APPENDIX B

### SHOTSPOTTER® SYSTEM SOFTWARE LICENSE AGREEMENT

For purposes of this ShotSpotter Software License, "we," "us," "our," and similar terms means ShotSpotter, Inc., which is the licensor hereunder, and "you," "yours," and similar terms means Nassau County and authorized Nassau County Municipal Entities to which any of ShotSpotter's Software (as defined herein) or components are supplied by ShotSpotter under the Agreement to which this License Agreement is appended.

The following sets forth the terms and conditions of your non-exclusive licenses to use the Software, as defined and described in Section A hereof (collectively, the "License").

This License creates important legal rights and obligations, so please read it carefully before installing or using the Software. This License constitutes an offer by us to you. BY MANIFESTING ELECTRONICALLY YOUR ASSENT TO THESE TERMS, INSTALLING INTO PERMANENT MEMORY OR ANY STORAGE DEVICE, LOADING INTO TEMPORARY MEMORY, COPYING, OR USING ANY COMPONENT OF THE SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS LICENSE. If you do not agree to be bound by the terms of this License, do not install, load or use the Software, and return all parts of the unused Software in its original packaging to ShotSpotter. THIS DOCUMENT IS YOUR PROOF OF LICENSE. PLEASE TREAT IT AS VALUABLE PROPERTY.

#### A. Grant of Limited Rights

For so long as you do not violate any of the terms of this License and other ShotSpotter terms and conditions, you may

use for your own internal purposes, only in connection with your use of a ShotSpotter Gunshot Detection and Location System ("System") acquired by you, machine-readable, object code versions (i) firmware for each remote acoustic sensor device purchased with the System specified in the Agreement, licensed for operation only on the device(s) on which it originally shipped ("Device Licenses"); (ii) ShotSpotter Public Safety Console™ client software, licensed for installation and operation on the number of workstation computers specified in the Agreement, which shall not be copied, installed or used on other computers ("Workstation Licenses"); and either (iii) ShotSpotter central server software, licensed for installation and use only by a single public safety agency at a single location, on the number of servers and at the location specified in the purchase order ("Agency Server Site License") or ShotSpotter central server software, licensed for installation and use only by a single public safety agency at a single location on precisely one (1) server computer as specified in the Agreement ("Single Server License"); and (iv) Mobile PSC or PSC software licensed for use by not more than 100 sworn County or Nassau County Municipal Entity law enforcement officers or sworn law enforcement officers of state and federal law enforcement agencies operating within Nassau County, and installation and operation on no more than 100 devices used by such officers ("Mobile PSC or PSC Software License"). Each such device, workstation and server computer used by an authorized user shall be referred to as a "Licensed Computer".

Each, and, collectively, all, of those firmware and software components (together with associated media, and printed materials and documentation supplied with such components), will be referred to as the "Software."

You may not install or use the Software installed on any sensor, server, workstation or computing device other than the Licensed

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US Patent Nos. 5,973,998; 6,847,587; 7,139,222, 7,266,045 and other foreign and domestic patents pending.

ShotSpotter Gunshot Location System is a registered trademark of, and ShotSpotter and the ShotSpotter logo are trademarks of ShotSpotter, Inc.  
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Computers, without first obtaining additional licenses from us, at our then-current terms and conditions. Any rights not expressly granted to you herein are reserved by us or our suppliers.

## **B. Reservation of Rights; Restrictions**

The Software is our proprietary product, may incorporate components supplied to us under license by third-party suppliers, and is protected by United States patent, trade secret, copyright law and international treaty provisions. All such rights in and to the Software and any part thereof are the property of us or our suppliers. By virtue of this License, you acquire only the right to use the Software on Licensed Computers in accordance with this Agreement, but otherwise acquire no license, title or ownership rights, express or implied, in or to the Software, or any right to use or practice any of our patents, copyrights, trademarks, or trade secrets, all of which rights are reserved expressly by us or our suppliers. Under your Workstation License, Agency Server Site License or Single Server License, you may either: for each Licensed Computer, make one additional copy of the applicable Software, for archival or backup purposes exclusively; or install the Software on one hard disk, provided you retain the original for archival or backup purposes. You may not make any copies of the written materials or documentation that accompanied any component of the Software, or use them, or any other information concerning ShotSpotter's System that we have designated as confidential, for any purpose other than bona fide use of the System for the specific purposes contemplated herein, nor allow anyone else to do so. You may make copies of and distribute output data created or compiled by the System for field use by your personnel for the purposes contemplated herein, routine archival recordkeeping, evidence preservation, and evidentiary purposes.

You shall not, without our express written consent, which may be withheld or conditioned in our sole discretion: (i) modify, adapt, alter, translate, copy, perform or display (publicly or otherwise) or create compilations, derivative, new or other works based, in whole or in part, on the Software, in whole or in part, or the output data created or compiled by the Software and the System; (ii) merge, combine, integrate or bundle the Software, in whole or in part, or the output data created or compiled by the Software and the System, with other software, hardware, devices, systems, technologies, products, services, functions or capabilities; (iii) transfer, distribute, make available to third parties, sell, sublicense, lease, rent, or loan the Software, in whole or in part, or the output data created or compiled by the Software and the System; except for operation on Licensed Computers by other state and federal law enforcement agencies operating in Nassau County (iv) provide the use of any of the Software or output data in or through any application service provider, service bureau, rental or time-sharing arrangement; (v) disassemble, decompile, or otherwise reverse engineer or attempt to reconstruct, derive, or discover, any source code, underlying ideas, algorithms, formulae, routines, file formats, data structures, programming, routines, interoperability interfaces, drawings, or plans from the Software, or any data or information created, compiled or accessible through the System, in whole or in part; or (vi) remove, modify or obscure any identification or proprietary or restrictive rights markings or notices from the Software or any component thereof. ShotSpotter and its licensors retain all ownership of all intellectual property rights in and to all Software, all computer programs, related documentation, technology, knowhow and methods and processes embodied in or made available to you in connection with the System, including, without limitation, all patent rights, copyrights, trade secret rights, trademarks and service marks. All rights not expressly granted to you herein are

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US Patent Nos. 5,973,998; 6,847,587; 7,139,222; 7,266,045 and other foreign and domestic patents pending.

ShotSpotter Gunshot Location System is a registered trademark of, and ShotSpotter and the ShotSpotter logo are trademarks of ShotSpotter, Inc.  
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# Software License Agreement

reserved by ShotSpotter. You shall take all reasonable measures to protect ShotSpotter's intellectual property rights in the System and Software, including providing assistance and measures as are reasonably requested by ShotSpotter from time to time.

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

## C. Other Restrictions

You acknowledge and agree that the source code and internal structure of the Software, as well as documentation, operations manual and training material, are our confidential property, and trade secrets, the value of which would be destroyed by disclosure to the public. Use by anyone other than you of the Software, documentation, and output data created or compiled by the system, whether or not installed on a Licensed Computer, is prohibited, unless pursuant to a valid assignment under this Agreement. Unless otherwise permitted in the Agreement you may not sell, resell, sublicense, rent, lease, or otherwise transfer the Software, without the express, prior written permission of ShotSpotter, except for operation on Licensed Computers by other state and federal law enforcement agencies operating within Nassau County.

## D. Maintenance, Support and Upgrades

Extended warranty coverage, maintenance, support and Software upgrades may be obtained from us under our then-current terms and conditions and fees for Annual Support and Maintenance. No maintenance or support services or upgrades are provided under this License, or the limited exclusive warranty herein.

## E. U.S. Government Rights: Commercial Computer Software, Use Governed By Standard Commercial License

If the Software is being acquired by or on behalf of the U.S. Government or by a U.S. Government prime contractor or subcontractor (at any tier), then the U.S. Government (and any prime contractor or subcontractor at any tier) you hereby acknowledge and agree that the Software are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Accordingly, the U.S. Government's rights in the Software and accompanying documentation shall be strictly in accordance with the rights conferred by the standard commercial terms and conditions set forth in this License. The Software and documentation are copyrighted, and, as to source code, unpublished products of ShotSpotter, Inc., and all rights not granted expressly herein are reserved.

## F. Export Control

You acknowledge and agree that no part of the Software, ShotSpotter System or any System Component thereof may be transferred, shipped, delivered, received, exported or re-exported, nor may any technical data directly relating to any of the same or the underlying information or technology be disclosed, downloaded, transferred, furnished, or otherwise

SHOTSPOTTER COMPANY CONFIDENTIAL

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US Patent Nos. 6,973,998; 6,847,587; 7,139,222; 7,266,045 and other foreign and domestic patents pending.

ShotSpotter Gunshot Location System is a registered trademark of, and ShotSpotter and the ShotSpotter logo are trademarks of ShotSpotter, Inc.  
ShotSpotter 2008 Software License Agreement\_NNJ\_03122008

ME1 7223558v.1  
ME1 7243051v.1

F. Forensic Reports ShotSpotter, at the specific request of the Customer, will provide a total of eight (8) detailed incident reports for any incident which the ShotSpotter System stores incident information if such information is deemed by the Customer to be valuable to the Customer's prosecutorial requirements. Such reports must be requested 72 hours in advance in writing to the assigned ShotSpotter project manager. Customer should expect delivery of these reports within 3 business days after receipt of the request. Additional reports are available within 72 hours of the receipt of an approved purchase order in the amount of \$600 (Six Hundred Dollars) per additional report. This benefit shall only be available to Customer if Customer is fully current with their maintenance payments, and if Customer is not current with their maintenance payments, then Customer may become current under the terms and conditions set forth herein. In the case that Customer is not current with their maintenance payments, then forensic reports shall NOT be generated nor provided to Customer until Customer becomes current with their maintenance.

### 3. CUSTOMER'S OBLIGATIONS

Customer agrees to perform, and ShotSpotter's obligations to provide the foregoing support and maintenance services are conditioned and dependent upon the Customer's timely and strict performance of, the following obligations:

A. Customer shall pay ShotSpotter pursuant to the payment terms sent forth in Section 3 of the Master Agreement all sums due under the Agreement as and when they are due.

B. To the extent that any System components are to be installed or used in premises or locations not owned by Customer, Customer is solely responsible for obtaining (at its sole expense) any permissions, permits, licenses, or leases necessary for ShotSpotter to access, remove, repair, replace or install such component on such premises and/or locations. Customer is also solely responsible for obtaining permission for continuing access to such locations and premises by ShotSpotter personnel and contractors, for so long as the components remain in such location.

C. Any demolition, restoration, or alteration of property required for repair, removal, replacement, or installation of ShotSpotter equipment will not be covered by the extended warranty, and will be done at your sole risk and expense, at ShotSpotter's then prevailing terms and labor rates for such work, if done by ShotSpotter personnel or contractors. Customer is also solely responsible for obtaining (at its sole expense) all legally required governmental permits and/or licenses for all support, maintenance, and warranty work on the System and all components thereof.

D. Customer shall not alter, modify, repair, augment, enhance, replace, substitute, disconnect, use in connection with any third party product, or relocate, or allow any alteration, modification, repair, augmentation, enhancement, replacement, substitution, modification, disconnection, deinstallation, integration, bundling, combination, use in connection with third party products, or relocation of any component of the System, without ShotSpotter's prior written consent. Only ShotSpotter personnel or contractors may alter, modify, repair, augment, enhance, replace, substitute, disconnect, deinstall, or use in connection with third party products, System components and software.

E. If a component or System appears to be defective, Customer must inform ShotSpotter or its authorized Integrator as soon as reasonably possible.

F. Customer is responsible for safeguarding and insuring System equipment and software from and against loss, damage or theft. Customer should notify ShotSpotter immediately regarding any damage to or loss of equipment or damage to software, but losses or damage due to theft, vandalism or criminal acts are not covered under the extended warranty.

G. Customer, in the event that a Metro (fixed) System is purchased, shall afford ShotSpotter secure (i.e. Virtual Private Network) access from your ShotSpotter System to ShotSpotter's server over Customer's existing Internet connection or over a dedicated link, at Customer's sole cost and expense. Customer shall use best efforts to ensure that this access is up at all times, (24 x 7 x 365), for the purposes of ShotSpotter's monitoring and supporting the System. Customer may also, from

time to time and with prior coordination with ShotSpotter, be required to provide the same connection on a temporary basis to the RDS base computer for the purposes of updating or maintaining the software

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

I. ShotSpotter or its representatives may, at reasonable times and upon reasonable notice with your permission, enter Customer's premises for purposes of inspecting, examining or repairing the System. As to components installed on the property of others, Customer shall use its best efforts to obtain permission for ShotSpotter and its representatives to enter onto such property at any time for such purposes. ShotSpotter shall not be responsible for any delays or failures to inspect, examine and/or repair caused by its inability to gain entry to property for such purposes for any reason.

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

#### **4. IP INFRINGEMENT; EXCLUSIVE REMEDY**

Subject to the terms and conditions hereof, ShotSpotter agrees to defend and indemnify Customer and or City from and against losses, suits, damages, liability and expenses (including reasonable attorney and professional fees) arising out of a claim asserted in a lawsuit or action against the Customer or City by a third party unrelated to the Customer, in which such third party asserts a claim that the ShotSpotter System and/or Software, when used in accordance with ShotSpotter's specifications and for the purposes intended, directly infringes any valid and enforceable patent which was issued, or valid and enforceable copyright which was registered, as of the effective date of Customer's agreement to purchase the ShotSpotter System.

Provided, however, that ShotSpotter shall have the right to choose counsel to defend such suit and/or action, and to control the settlement (including determining the terms and conditions of settlement) and the defense thereof, and that Customer shall provide ShotSpotter with reasonably prompt written notice of any such suit or action, and of any oral, written or other communication or other information or circumstances of which Customer becomes aware that could reasonably be expected to lead to such a suit or action (including any and all cease and desist demands or warnings, and offers or invitations to enter license agreements), and shall provide ShotSpotter all reasonable assistance and information in connection with ShotSpotter's investigation and defense of any claim of infringement.

Further provided, however, that this section shall not apply and ShotSpotter shall have no obligation to defend and indemnify Customer to the extent the Customer or unauthorized third party modifies, alters, substitutes, or supplements any of the ShotSpotter System, ShotSpotter System Components 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 supplied by ShotSpotter as part of the ShotSpotter System or approved by ShotSpotter, 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 ShotSpotter System Components or Software are used for or in connection with any purpose, application or function other than detecting and locating gunshots exclusively through acoustic means.

If, in ShotSpotter's opinion, the System, or any ShotSpotter System Component or Software may, or is likely to become the subject of such a suit or action, does become the subject of a claim asserted against a Customer in a lawsuit which ShotSpotter is or may be obliged to defend under this section, or is determined to infringe the foregoing patents or copyrights of another in a final, non-

appealable judgment subject to ShotSpotter's obligations under this section, then ShotSpotter may in full and final satisfaction of any and all of its obligations under this section, at its option: (1) procure for Customer the right to continue using the affected component(s) or Software, (2) modify or replace such component(s) or Software to make it or them non-infringing, or (3) refund to the Customer the purchase price paid for the ShotSpotter System, less reasonable depreciation, without further liability to Customer and or City, whereupon the Customer shall return the allegedly infringing ShotSpotter System components or Software to ShotSpotter.

THE FOREGOING SECTION STATES THE ENTIRE LIABILITY OF SHOTSPOTTER AND CUSTOMER'S AND CITY'S EXCLUSIVE REMEDY FOR OR RELATING TO INFRINGEMENT OR CLAIMS OR ALLEGATIONS OF INFRINGEMENT OF ANY PATENT, COPYRIGHT, OR OTHER INTELLECTUAL PROPERTY RIGHTS IN OR TO THE SYSTEM, SYSTEM COMPONENTS, AND SOFTWARE. THIS SECTION IS IN LIEU OF AND REPLACES ANY OTHER EXPRESSED, IMPLIED OR STATUTORY WARRANTY AGAINST INFRINGEMENT OF ANY AND ALL INTELLECTUAL PROPERTY RIGHTS.

5. LIMITED WARRANTIES EXCLUSIVE; DISCLAIMERS— IMPORTANT: READ CAREFULLY — TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LIMITED WARRANTIES EXPRESSLY SET FORTH ABOVE ARE EXCLUSIVE, AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY SET FORTH HEREIN, AND NO PRIOR STATEMENTS, REPRESENTATIONS, OR COURSE OF DEALING BY ANY SHOTSPOTTER REPRESENTATIVES SHALL EXPAND OR MODIFY THESE WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF QUALITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE OF ANY SERVICES OR ANY GOODS PROVIDED INCIDENTAL TO THE SERVICES PROVIDED UNDER THIS AGREEMENT ARE HEREBY EXPRESSLY DISCLAIMED AND SUPERSEDED BY THE EXCLUSIVE LIMITED EXPRESS WARRANTY AND DISCLAIMERS SET FORTH HEREIN.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING LIMITATIONS AND DISCLAIMERS, WHILE THE SHOTSPOTTER SYSTEM IS NOT DESIGNED, SOLD, OR INTENDED TO BE USED TO DETECT, INTERCEPT, TRANSMIT OR RECORD ORAL COMMUNICATIONS OF ANY KIND, SHOTSPOTTER CANNOT CONTROL HOW THE SYSTEM AND ITS COMPONENTS ARE USED, AND, ACCORDINGLY, SHOTSPOTTER DOES NOT WARRANT OR REPRESENT, EXPRESSLY OR IMPLICITLY, THAT USE OF THE SHOTSPOTTER SYSTEM WILL COMPLY OR CONFIRM TO THE REQUIREMENTS OF FEDERAL, STATE OR LOCAL STATUTES, ORDINANCES AND LAWS, OR THAT USE OF THE SYSTEM WILL NOT VIOLATE THE PRIVACY RIGHTS OF THIRD PARTIES. YOU SHALL.

FURTHER, REGARDLESS OF ANY PRIOR STATEMENTS, REPRESENTATIONS, OR COURSE OF DEALINGS BY ANY SHOTSPOTTER REPRESENTATIVES, WE DO NOT WARRANT OR REPRESENT, EXPRESSLY OR IMPLICITLY, THAT THE USE OF THE SHOTSPOTTER SYSTEM WILL RESULT IN THE PREVENTION OF CRIME OR HOSTILE ENEMY ACTION, APPREHENSION OR CONVICTION OF ANY PERPETRATOR OF ANY CRIME, MILITARY PROSECUTION OF ANY ENEMY FORCE, OR DETECTION OR NEUTRALIZATION OF ANY COMBATANT OR THREAT, NOR DO WE WARRANT OR REPRESENT THAT THE SYSTEM WILL PREVENT ANY LOSS, DEATH, INJURY, OR DAMAGE TO PROPERTY DUE TO THE DISCHARGE OF A FIREARM OR OTHER WEAPON, OR THAT THE SHOTSPOTTER SYSTEM WILL IN ALL CASES DETECT AND PLOT THE LOCATION OF ALL FIREARM DISCHARGES WITHIN THE DESIGNATED COVERAGE AREA, OR THAT THE SHOTSPOTTER SYSTEM WILL IN ALL CASES TRACK THE LOCATION OF FRIENDLY FORCES OR SHOTSPOTTER SENSORS, OR THAT THE SHOTSPOTTER SUPPLIED NETWORK WILL REMAIN IN OPERATION AT ALL TIMES OR UNDER ALL CONDITIONS. ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, OF FITNESS FOR HIGH RISK PURPOSES REQUIRING FAIL-SAFE PERFORMANCE ARE HEREBY EXPRESSLY DISCLAIMED.

YOU AND WE EACH ACKNOWLEDGE AND AGREE THAT THE SHOTSPOTTER SYSTEM IS NOT A CONSUMER GOOD, AND IS NOT INTENDED FOR SALE TO OR USE BY OR FOR PERSONAL, FAMILY OR HOUSEHOLD USE. YOU WARRANT AND REPRESENT THAT YOU AND EACH USER OF THE SYSTEM ARE AND WILL BE GOVERNMENTAL, MILITARY, LAW ENFORCEMENT OR PUBLIC SAFETY AGENCIES. YOU ALSO ACKNOWLEDGE AND AGREE THAT YOUR AGENCY HAS ESTABLISHED SPECIFICATIONS FOR GOODS AND SERVICES OF THIS NATURE, AND THAT YOU HAVE, AFTER DUE DILIGENCE, DETERMINED THAT THE SHOTSPOTTER SYSTEM MEETS IN ALL MATERIAL RESPECTS YOUR AGENCY'S SPECIFICATIONS, AND THAT YOU ARE AWARE OF THE SYSTEM'S INTENDED USES AND LIMITATIONS.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING LIMITATIONS AND DISCLAIMERS, WHILE THE SHOTSPOTTER SYSTEM IS NOT DESIGNED, SOLD, OR INTENDED TO BE USED TO DETECT, INTERCEPT, TRANSMIT OR RECORD ORAL COMMUNICATIONS OF ANY KIND, SHOTSPOTTER CANNOT CONTROL HOW THE SYSTEM AND ITS COMPONENTS ARE USED, AND ACCORDINGLY, SHOTSPOTTER DOES NOT WARRANT OR REPRESENT, EXPRESSLY OR IMPLICITLY, THAT USE OF THE SHOTSPOTTER SYSTEM WILL COMPLY OR CONFIRM TO THE REQUIREMENTS OF FEDERAL, STATE OR LOCAL STATUTES, ORDINANCES AND LAWS, OR THAT USE OF THE SYSTEM WILL NOT VIOLATE THE PRIVACY RIGHTS OF THIRD PARTIES. YOU SHALL BE SOLELY RESPONSIBLE FOR USING THE SYSTEM IN FULL COMPLIANCE WITH APPLICABLE LAW

FURTHER, REGARDLESS OF ANY PRIOR STATEMENTS, REPRESENTATIONS, OR COURSE OF DEALINGS BY ANY SHOTSPOTTER REPRESENTATIVES, WE DO NOT WARRANT OR REPRESENT, EXPRESSLY OR IMPLICITLY, THAT THE USE OF THE SHOTSPOTTER SYSTEM WILL RESULT IN THE PREVENTION OF CRIME OR HOSTILE ENEMY ACTION, APPREHENSION OR CONVICTION OF ANY PERPETRATOR OF ANY CRIME, MILITARY PROSECUTION OF ANY ENEMY FORCE, OR DETECTION OR NEUTRALIZATION OF ANY COMBATANT OR THREAT, NOR DO WE WARRANT OR REPRESENT THAT THE SYSTEM WILL PREVENT ANY LOSS, DEATH, INJURY, OR DAMAGE TO PROPERTY DUE TO THE DISCHARGE OF A FIREARM OR OTHER WEAPON, OR THAT THE SHOTSPOTTER SYSTEM WILL IN ALL CASES DETECT AND PLOT THE LOCATION OF ALL FIREARM DISCHARGES WITHIN THE DESIGNATED COVERAGE AREA, OR THAT THE SHOTSPOTTER SYSTEM WILL IN ALL CASES TRACK THE LOCATION OF FRIENDLY FORCES OR SHOTSPOTTER SENSORS, OR THAT THE SHOTSPOTTER SUPPLIED NETWORK WILL REMAIN IN OPERATION AT ALL TIMES OR UNDER ALL CONDITIONS. ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, OF FITNESS FOR HIGH RISK PURPOSES REQUIRING FAIL-SAFE PERFORMANCE ARE HEREBY EXPRESSLY DISCLAIMED.

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6. TERMINATION Termination shall be in accordance with the Master Services Agreement to which this agreement is appended.

7. PROTECTION OF CONFIDENTIAL INFORMATION. See Section 8 of the Master Services Agreement to which this is appended.

8. NOTICES Any notice or other communication required or permitted to be given under this Agreement shall be in writing at such party's address or number or at such party's last known address



or number. The parties' addresses may be changed by written notice to the other party as provided herein.

9. **FORCE MAJEURE**. In no event shall either party be liable for any delay or default in its performance of any obligation under this or any other agreement caused directly or indirectly by an act or omission of the other party or intended third party beneficiary, or persons acting under direction and/or control of such other party or intended third party beneficiary, 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 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 the first party's reasonable control. Any of the foregoing causes shall be deemed to suspend such obligations of a party so long as any such cause shall prevent or delay performance.

11. **LIMITATIONS ON LIABILITY**

IN NO EVENT SHALL EITHER PARTY OR ANY OF ITS RESPECTIVE DIRECTORS, OFFICERS, MEMBERS, ATTORNEYS, AGENTS, INSTALLERS, OR SUBCONTRACTORS BE LIABLE UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY, OR OTHER LEGAL THEORY FOR LOST PROFITS, LOST REVENUES, LOST BUSINESS OPPORTUNITIES, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER ANY PARTY OR ENTITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, SHOTSPOTTER'S CUMULATIVE LIABILITY FOR ALL LOSSES, CLAIMS, SUITS, CONTROVERSIES, BREACHES OR DAMAGES FOR ANY CAUSE WHATSOEVER (INCLUDING BUT NOT LIMITED TO THOSE ARISING OF OR RELATED TO THIS AGREEMENT) AND REGARDLESS OF THE FORM OF ACTION OR LEGAL THEORY SHALL NOT EXCEED THE AMOUNT OF INSURANCE AVAILABLE TO COVER THE LOSS.

EXHIBIT EE

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Shot Spotter, Inc.  
Business address 1060 Terra Bella Ave.  
City/state/zip Mountain View, CA 94043  
Telephone 408-329-9200  
Other present address(es) N/A  
City/state/zip 1  
Telephone 1  
List of other addresses and telephone numbers attached
2. Positions held in submitting business and starting date of each (check all applicable)  
President 2/25/05 Treasurer / /  
Chairman of Board 1/1/04 Shareholder / /  
Chief Exec. Officer 1/1/04 Secretary / /  
Chief Financial Officer / / Partner / /  
Vice President / /  
(Other)
3. Do you have an equity interest in the business submitting the questionnaire?  
NO    YES ✓ If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?  
NO ✓ YES    If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO    YES ✓; If Yes, provide details. See attached.

## EXHIBIT EE

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO ☒ YES \_\_\_\_ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? NO ☒ YES \_\_\_\_ If Yes, provide details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO ☒ YES \_\_\_\_ If Yes, provide details for each such instance.
  - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO ☒ YES \_\_\_\_ If Yes, provide details for each such instance.
  - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO ☒ YES \_\_\_\_ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? NO ☒ YES \_\_\_\_ If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? NO ☒ YES \_\_\_\_ If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? NO ☒ YES \_\_\_\_ If Yes, provide details for each such charge.
  - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related

EXHIBIT EE

to the conduct of business? NO ☒ YES \_\_\_\_ If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO ☒ YES \_\_\_\_ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO ☒ YES \_\_\_\_ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO ☒ YES \_\_\_\_ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO ☒ YES \_\_\_\_ If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO ☒ YES \_\_\_\_ If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO ☒ YES \_\_\_\_ If Yes, provide details for each such year.

EXHIBIT EE

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, James G. Beldock, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this      day of      2008.

\_\_\_\_\_  
Notary Public

ShotSpotter, Inc.  
Name of submitting business

James G. Beldock  
Print name

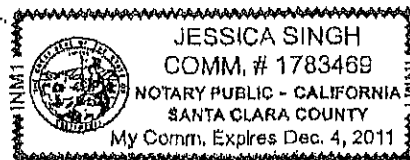
[Signature]  
Signature

President + CEO  
Title

4 / 9 / 2008  
Date

State of California, County of Santa Clara  
Subscribed and sworn to (or affirmed) before me  
on this 9<sup>th</sup> day of April, 20 08.  
by James G. Beldock -  
I have to me on the basis of satisfactory evidence  
be the person(s) who appeared before me.

Jessica Singh



**PRINCIPAL QUESTIONNAIRE FORM, Question 5.**

Cogito Software, Inc.	President, CEO and Director	1996 to present
AGB2, LLC	Managing Director	2001 to 2007
Campbell Far-East Holdings	President and Director	2002 to present

## EXHIBIT EE

### Appendix L

#### Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

James G. Beldock (Name)

1060 Terra Bella Ave., Mountain View, CA 94043 (Address)

408-329-9200 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor
3. In the past five years, Contractor \_\_\_\_\_ has ☒ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

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EXHIBIT EE

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action \_\_\_\_\_ has ☒ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

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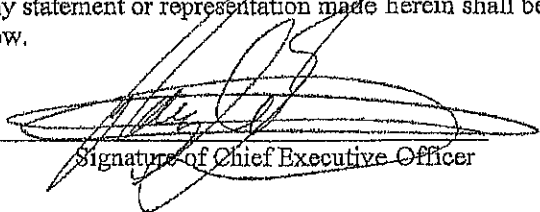
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5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

April 9, 2008  
Dated

  
Signature of Chief Executive Officer

James G. Beldock  
Name of Chief Executive Officer

Sworn to before me this

\_\_\_\_ day of \_\_\_\_\_, 2008.

See attached  
Notary Public



State of California )  
County of Santa Clara )

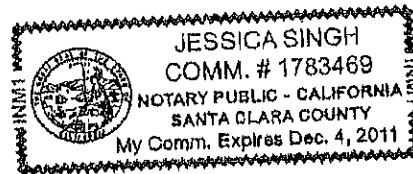
## CALIFORNIA JURAT

Subscribed and sworn to (or affirmed) before me on this 9<sup>th</sup> day  
of April, 20 08, by - James G. Beldock -

proved to me on the basis of satisfactory evidence to be the person~~(s)~~  
who appeared before me.

Signature

Jessica Singh



Seal

### OPTIONAL INFORMATION

*Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this jurat to an unauthorized document and may prove useful to persons relying on the attached document.*

#### Description of Attached Document

This certificate is attached to a document titled/for the purpose of

Certificate of Compliance

containing \_\_\_\_\_ pages, and dated \_\_\_\_\_.

#### Additional Information

##### Method of Affiant Identification

Proved to me on the basis of satisfactory evidence:  
☒ form(s) of identification    ☐ credible witness(es)

Notarial event is detailed in notary journal on:  
Page # \_\_\_\_\_ Entry # \_\_\_\_\_

Notary contact: \_\_\_\_\_

Other

☐ Affiant(s) Thumbprint(s)    ☐ Describe: \_\_\_\_\_

### Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 4/9/08

1) Proposer's Legal Name: Shot Spotter, Inc.

2) Address of Place of Business: 1060 Terra Bella Ave.

List all other business addresses used within last five years:

See attached.

3) Mailing Address (if different): N/A

Phone: 408-329-9200

Does the business own or rent its facilities? rent

4) Dun and Bradstreet number: 88-472-8650

5) The proposer is a (check one): ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ Other (Describe) \_\_\_\_\_

6) Does this business share office space, staff, or equipment expenses with any other business?

Yes ☐ No ☒ If Yes, please provide details: \_\_\_\_\_

7) Does this business control one or more other businesses? Yes ☐ No ☒ If Yes, please provide details: \_\_\_\_\_

8) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ☐ No ☒ If Yes, provide details: \_\_\_\_\_

- 9) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes \_\_\_ No ☒ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). \_\_\_\_\_
- 10) Has the proposer, during the past seven years, been declared bankrupt? Yes \_\_\_ No ☒ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets \_\_\_\_\_
- 11) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes \_\_\_ No ☒ If Yes, provide details for each such investigation. \_\_\_\_\_
- 12) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes \_\_\_ No ☒ If Yes, provide details for each such investigation. \_\_\_\_\_
- 13) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
- a) Any felony charge pending? No ☒ Yes \_\_\_ If Yes, provide details for each such charge. \_\_\_\_\_
- b) Any misdemeanor charge pending? No ☒ Yes \_\_\_ If Yes, provide details for each such charge. \_\_\_\_\_
- c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No ☒ Yes \_\_\_ If Yes, provide details for each such conviction \_\_\_\_\_

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?

No ☒ Yes ☐ If Yes, provide details for each such conviction. \_\_\_\_\_

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No ☒ Yes ☐ If Yes, provide details for each such occurrence. \_\_\_\_\_

14) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No ☒ Yes ☐; If Yes, provide details for each such instance. \_\_\_\_\_

15) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No ☒ Yes ☐ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. \_\_\_\_\_

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

16) Conflict of Interest:

a) Please disclose:

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting as a contractor on behalf of Nassau County. *None.*

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting as contractor on behalf of Nassau County. *None.*

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting as a contractor on behalf of Nassau County. *None.*

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

*The Code of Business Ethics and Conduct included in our Employee Handbook includes discussions on conflicts of interest. Our employees may not engage in activities that are, or may be construed, as a conflict of interest.*

**List of all business addresses used within last 5 years:**

Current: 1060 Terra Bella Ave.  
Mountain View, CA 94043

Previous: 3515 and 3529 Ryder Street  
Santa Clara, CA 95051

809B Cuesta Drive, Suite 205  
Mountain View, CA 94040

## APPENDIX C

### Attachments To Business History Form

Please provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

- A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified. *See attached.*

Should the proposer be other than an individual, the Proposal should include:

- i) Date of formation;
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
- iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable);
- v) The number of employees in the firm;
- vi) Annual revenue of firm;
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.

- B. Indicate number of years in business. *12 years*

- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services. *See proposal.*

- D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company *Previously provided to Nassau County Police Department.*

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

City/State \_\_\_\_\_

Telephone \_\_\_\_\_

Fax # \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Company \_\_\_\_\_

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

City/State \_\_\_\_\_

Telephone \_\_\_\_\_

Fax # \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Company \_\_\_\_\_

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

City/State \_\_\_\_\_

Telephone \_\_\_\_\_

Fax # \_\_\_\_\_

E-Mail Address \_\_\_\_\_

## Appendix C, Section A

- i) See attached Corporate Backgrounder.
- ii) See attached Corporate Backgrounder.
- iii)

### DIRECTORS:

James G. Beldock  
Title: President & CEO, ShotSpotter, Inc.  
1060 Terra Bella Ave  
Mountain View, CA 94043

---

Pascal Levensohn  
Title: Founder and Managing Director, Levensohn Venture Partners  
260 Townsend Street, Suite 600  
San Francisco, CA 94107

---

Stuart Davidson  
Title: Managing Partner, Labrador Ventures  
101 University Ave—4<sup>th</sup> flr, Palo Alto, CA 94301

---

Tom Groos  
Title: Chairman of the Board—The Viking Group  
161 Ottawa NW, Suite 502  
Grand Rapids, MI 49503

---

Randy Hawks  
Title: Managing Director, Claremont Creek Ventures  
300 Frank Ogawa Plaza, Suite 350  
Oakland, CA 94612

---

Gary Lauder  
Title: Managing Partner, Lauder Partners, Inc.  
88 Mercedes Lane, Atherton, CA 94027

---

### OFFICERS:

James G. Beldock  
Title: President & CEO, ShotSpotter, Inc.  
1060 Terra Bella Ave  
Mountain View, CA 94043

---

Mitch Mitchiner  
Title: Sr. Vice President, Military & Defense Programs, ShotSpotter, Inc.  
1060 Terra Bella Ave



Mountain View, CA 94043

---

Gregg Rowland

Title: Sr. Vice President Sales and Marketing, Public Safety, ShotSpotter, Inc.

1060 Terra Bella Ave

Mountain View, CA 94043

---

iv) ShotSpotter is incorporated in Delaware.

v) ShotSpotter has 53 employees as of March 31, 2008.

vi) \$12 million.

vii) See attached Corporate Backgrounder.

viii) See attached.



## Corporate Background

"It has been like a silent citizen for us. It has helped us to determine the location of shootings when people in these neighborhoods have not been willing to get involved."

Cpl. Joyce Smith, North  
Charleston, SC police

"ShotSpotter has had an  
immediate impact in  
reducing gunfire."

Mike Pena, Glendale, AZ  
Public Safety Officer and  
department spokesperson

### About ShotSpotter

ShotSpotter, Inc., the world leader in gunshot location and detection systems for the public safety and military markets, is based in Mountain View, CA. ShotSpotter's patented, award-winning solutions are proven to reduce violent crime and gunfire and thus homicide rates. For more information on ShotSpotter visit [www.shotspotter.com](http://www.shotspotter.com), call us at (888) 274-3877 or (408) 329-9200, or email us at [info@shotspotter.com](mailto:info@shotspotter.com).

## ShotSpotter - Making Your Community Safer with Proven Technology

*ShotSpotter is the world leader in gunshot location and detection systems. The company has been delivering patented, state-of-the-art systems for ten years, with more than a dozen operational systems deployed. ShotSpotter enables customers in public safety and the military to reduce gunfire-related crime by more than 30%, and slash gunfire rates by as much as 60-80%.*

### Mission Statement

ShotSpotter's mission is to help communities reduce illegal gunfire and thereby make communities safer by helping public safety officials quickly locate and analyze the source of gunfire.

### Profile

ShotSpotter is the acknowledged leader in urban gunshot location for public safety enforcement. ShotSpotter develops systems and technologies that accurately detect and locate the origins of gunshots and weapons events. With ShotSpotter's flagship products, police are able to instantly ascertain the precise location of gunfire, resulting in countless arrests and numerous saved lives.

### Customers

ShotSpotter solutions are used by officials in public safety and the military. Customers include the Federal Bureau of Investigation, the US Attorney's Office, the Department of Justice, US Joint Forces Command, and the US Army. ShotSpotter systems are deployed in cities across the nation including Washington DC, Los Angeles CA, Charleston SC, Rochester NY, Oakland CA and Gary IN.

### Ownership

ShotSpotter is a privately held company. Founded in 1996 and funded by City Light Capital, Claremont Creek Ventures, Labrador Ventures, Lauder Partners, Levensohn Venture Partners, RNR Ventures and the Band of Angels.

### Management

James G. Beidock, President and CEO  
Major General (Ret.) Steve Siegfried, Vice Chairman  
Brigadier General (Ret.) Mitch Mitchiner, SVP Military and Operations  
Gary Holladay, VP Government Systems  
Gregg Rowland, SVP Sales and Marketing  
Doug McFarlin, VP Engineering

Copyright © 2007 ShotSpotter, Inc. All rights reserved.

US Patent Nos. 5,973,998; 5,847,587; 7,139,222, 7,266,045 and other foreign and domestic patents pending.

ShotSpotter Gunshot Location System is a registered trademark of, and ShotSpotter and the ShotSpotter logo are trademarks of ShotSpotter, Inc. 630-0004-01-E

DISPLAY CONSPICUOUSLY AT PLACE OF BUSINESS FOR WHICH ISSUED

CALIFORNIA STATE BOARD OF EQUALIZATION

SELLER'S PERMIT



ACCOUNT NUMBER

6/1/2002 SR GH 100-106512

SHOTSPOTTER, INC.  
1060 TERRA BELLA AVE  
MOUNTAIN VIEW, CA 94043-1881

**NOTICE TO PERMITTEE:**  
You are required to obey all Federal and State laws that regulate or control your business. This permit does not allow you to do otherwise.

IS HEREBY AUTHORIZED PURSUANT TO SALES AND USE TAX LAW TO ENGAGE IN THE BUSINESS OF SELLING TANGIBLE PERSONAL PROPERTY AT THE ABOVE LOCATION. THIS PERMIT IS VALID ONLY AT THE ABOVE ADDRESS.

THIS PERMIT IS VALID UNTIL REVOKED OR CANCELED AND IS NOT TRANSFERABLE. IF YOU SELL YOUR BUSINESS OR DROP OUT OF A PARTNERSHIP, NOTIFY US OR YOU COULD BE RESPONSIBLE FOR SALES AND USE TAXES OWED BY THE NEW OPERATOR OF THE BUSINESS.

*Not valid at any other address*

For general tax questions, please call our Information Center at 800-400-7115.  
For information on your rights, contact the Taxpayers' Rights Advocate Office at 888-324-2798 or 916-324-2798.

BOE-442-R REV. 15 (2-06)

A MESSAGE TO OUR NEW PERMIT HOLDER

As a seller, you have rights and responsibilities under the Sales and Use Tax Law. In order to assist you in your endeavor and to better understand the law, we offer the following sources of help:

- Visiting our website at [www.boe.ca.gov](http://www.boe.ca.gov)
- Visiting a district office
- Attending a Basic Sales and Use Tax Law class offered at one of our district offices
- Sending your questions in writing to any one of our offices
- Calling our toll-free Information Center at 800-400-7115

As a seller, you have the right to issue resale certificates for merchandise that you intend to resell. Conversely, you have the responsibility of not misusing resale certificates. While the sales tax is imposed upon the retailer,

- You have the right to seek reimbursement of the tax from your customer
- You are responsible for filing and paying your sales and use tax returns timely
- You have the right to be treated in a fair and equitable manner by the employees of the Board
- You are responsible for following the regulations set forth by the Board

As a seller, you are expected to maintain the normal books and records of a prudent businessperson. You are required to maintain these books and records for no less than four years, and make them available for inspection by a Board representative when requested. You are also expected to notify us if you are buying, selling, adding a location, or discontinuing your business, adding or dropping a partner, officer, or member, or when you are moving any or all of your business locations. If it becomes necessary to surrender this permit, you should only do so by mailing it to a Board office, or giving it to a Board representative.

If you would like to know more about your rights as a taxpayer, or if you are unable to resolve an issue with the Board, please contact the Taxpayers' Rights Advocate Office for help by calling toll-free, 888-324-2798 or 916-324-2798. Their fax number is 916-323-3319.

Please post this permit at the address for which it was issued and at a location visible to your customers.

STATE BOARD OF EQUALIZATION  
Sales and Use Tax Department

RECEIVED

JUL 02 2007

CITY OF MOUNTAIN VIEW  
500 CASTRO STREET  
MOUNTAIN VIEW, CA 94041  
(650) 903-6317



POST IN A CONSPICUOUS PLACE  
THIS LICENSE IS NON-TRANSFERRABLE,  
REFUNDABLE OR ASSIGNABLE

LICENSE NUMBER

44935

**MUNICIPAL BUSINESS LICENSE**

The City of Mountain View Business License is issued without  
verification that the payor is subject or exempt from licensing by the State.

EXPIRATION DATE

12/31/2008

Mailing Address: SHOT SPOTTER INC  
1060 TERRA BELLA AV  
MOUNTAIN VIEW, CA 94043  
Classification: MANUFACTURERS & FABRICATORS  
Fee: \$50.00

Business Name: SHOT SPOTTER INC  
Address: 1060 TERRA BELLA AV  
Owner/Office: CORPORATION  
Business Telephone: (408) 329-9200

This license evidences that the person(s), firm or corporation named herein has paid the applicable fee required by the Mountain View City Code through the expiration date indicated above. It is the owner's responsibility to renew this license within 30 days after expiration date noted above, or delinquent penalty fees shall be assessed. This license shall not be construed as authorizing the business continuance of any illegal or unlawful operation in violation of any City Ordinance relating thereto.

THIS IS AN OFFICIAL DOCUMENT OF THE CITY OF MOUNTAIN VIEW

## CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, James G. Beldock, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 2008

\_\_\_\_\_  
Notary Public

Name of submitting business: Shot Spotter, Inc.

By: James G. Beldock

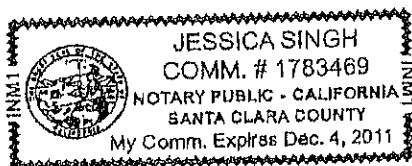
Print name

Signature

President LCEO

Title

4 / 9 / 2008  
Date



State of California, County of Santa Clara  
Subscribed and sworn to (or affirmed) before me  
in this 9<sup>th</sup> day of April, 20 08.

I, James G. Beldock,  
appeared to me on the basis of satisfactory evidence  
as the person(s) who appeared before me.

Jessica Singh

E-95.08

RULES RESOLUTION NO. 152 2008

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE POLICE DEPARTMENT AND SHOTSPOTTER, INC.

Passed by the Rules Committee  
Nassau County Legislature

By Voice Vote on JUN 11 2008

VOTING:

ayes 9 nays 0 abstained 0 recused 0

Legislators present: 9

WHEREAS, the County has negotiated a personal services agreement with Shotspotter, Inc. in relation to a gunshot location system, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with Shotspotter, Inc.

Contract ID#: CQPD08000004



Department: Police

## Contract Details

SERVICE Gunshot location system**E-95-08**NIFS ID #: CQPD08000004  
after acceptance by County.NIFS Entry Date: 6/3/08 [Term: from Date of Execution to Four Years after]

New X Renewal	<input type="checkbox"/>
Amendment	<input type="checkbox"/>
Time Extension	<input type="checkbox"/>
Addl. Funds	<input type="checkbox"/>
Blanket Resolution	<input type="checkbox"/>
RES#	

1) Mandated Program:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
3) CSEA Agreement § 32 Compliance Attached:	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

## Agency Information

Vendor	
Name Shotspotter, Inc.	Vendor ID# 47-0949915 - 01
Address 1060 Terra Bella Ave. Mountain View, CA 94043	Contact Person Gregg Rowland
	Phone (408) 329-9219

County Department
Department Contact DCA Karen Taggart
Address 1490 Franklin Ave Mineola, NY 11501
Phone (516) 573-7210

## Routing Slip

DEPARTMENT	Internal Verification	DATE	SIGNATURE	Let Approval Required
Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head) Contractor Registered	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<i>Robert McHugh</i>	
OMB	NIFS Approval (Contractor Registered)	<input checked="" type="checkbox"/> 6/3/08	<i>Smelhe tr</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
6/3/08 County Attorney	CA RE & Insurance Verification	<input checked="" type="checkbox"/> 6/3/08	<i>A. Amato</i>	
6/4/08 County Attorney	CA Approval as to form	<input type="checkbox"/> 6/4/08	<i>Wright, Eliza</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
6/4/08 Legislative Affairs	Fw'd Original Contract to CA	<input type="checkbox"/> 6/4/08	<i>Wright, Eliza</i>	
County Attorney	NIFS Approval	<input type="checkbox"/>		
County Comptroller	NIFS Approval	<input type="checkbox"/> 6/4/08	<i>C. A. Hall</i>	
County Executive	Notarization Filed with Clerk of the Leg.	<input type="checkbox"/> 6-13-08	<i>Tim X. [Signature]</i>	

Contract ID#: CQPD08000004



Department: Police

## Contract Summary

Description: Gunshot Location System Services

Purpose: To provide the Nassau County Police Department with a gunshot location system.

Method of Procurement: This is a sole source vendor. Please see memo attached.

Procurement History: None.

Description of General Provisions: Shotspotter Inc. will provide a Gunshot Location System for the Nassau County Police Department that will provide a specific location of where a gunshot occurred.

Impact on Funding / Price Analysis: Grant Funds not to exceed \$833,333 . Operating funds will be reimbursed by asset funds.

Change in Contract from Prior Procurement: No prior procurement

Recommendation: approve as submitted

## Advisement Information

BUDGET CODES	
Fund: GRT	PDH
Control: PD89	10
Resp: 8900	1135
Object:	DE500
Transaction:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	\$833,333
County	\$
Federal	\$
State	\$
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$</b>

LINE	INDEX OBJECT CODE	AMOUNT
1	PD GRT 8900 DE 500	\$750,000.00
2	PD PDH 1135 DE 500	\$83,333.00
3		\$
4		\$
5		\$
6		\$
<b>TOTAL</b>		<b>\$833,333.00</b>

APPROVED: *[Signature]* 6/3/08  
 INSURANCE SECTION  
 DATE: June 2, 2008  
 TOTAL: \$833,333

Document Prepared By: Sergeant Tara Comiskey

Date: June 2, 2008  
 Per: [Signature]  
 PD

I certify that this document was accepted into NIFS. Name: <i>[Signature]</i> Date: 6/13/08		I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged. Name: <i>[Signature]</i> Date: <i>[Signature]</i>		Name: _____ Date: _____ (For Office Use Only)	
E # : _____					



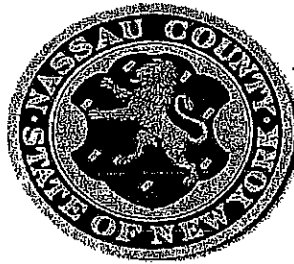
RULES RESOLUTION NO. - 2008

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE POLICE DEPARTMENT AND SHOTSPOTTER, INC.

WHEREAS, the County has negotiated a personal services agreement with Shotspotter, Inc. in relation to a gunshot location system, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with Shotspotter, Inc.

Howard S. Weitzman  
Comptroller



OFFICE OF THE COMPTROLLER  
240 Old Country Road  
Mineola, New York 11501

## COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

*Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.*

CONTRACTOR NAME: Shot Spotter Inc.

CONTRACTOR ADDRESS: 1060 Terra Bella Drive Mountain View California  
94043

FEDERAL TAX ID #: 43-0949915

**Instructions:** Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in \_\_\_\_\_ [newspaper] on \_\_\_\_\_ [date]. The sealed bids were publicly opened on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on \_\_\_\_\_ [date]. Potential proposers were made aware of the availability of the RFP by \_\_\_\_\_ [newspaper advertisement, posting on website, mailing, etc.]. \_\_\_\_\_ [#] of potential proposers requested copies of the RFP. Proposals were due on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] proposals were received and evaluated. The evaluation committee consisted of: \_\_\_\_\_

\_\_\_\_\_. [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

**III. ☐ This is a renewal, extension or amendment of an existing contract.**

The contract was originally executed by Nassau County on \_\_\_\_\_ [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after \_\_\_\_\_

\_\_\_\_\_  
[describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

**IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.**

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

**V. ☒ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.**

- ☒ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. \_\_\_\_\_, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

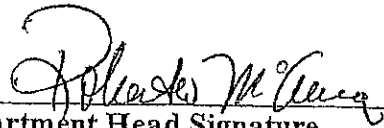
**VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated.** Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

**VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services.** The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

***In addition, if this is a contract with an individual or with an entity that has only one or two employees:***

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

  
\_\_\_\_\_  
Department Head Signature

6/3/08  
\_\_\_\_\_  
Date

***NOTE:*** Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

*Compt. form Pers./Prof. Services Contracts: Rev. 02/04*

# COUNTY OF NASSAU

## INTER-DEPARTMENTAL MEMO

**DATE:** March 13, 2008

**TO:** Mr. Francis X. Ryan  
Deputy County Executive For Public Safety

**FROM:** First Deputy Commissioner of Police

**SUBJECT:** SOLE SOURCE JUSTIFICATION - SHOTSPOTTER

1. This memo is submitted pursuant to Executive Order 1-1993. The Police Department is currently in the process of procuring a gunshot detection system. "Gunshot detection system uses acoustic sensing technology to identify, discriminate, and report gunshots to the police within seconds of the shot being fired."<sup>1</sup> There are currently three gun shot detection systems that are available commercially to law enforcement. The three systems include Secures® (manufactured by Planning Systems Inc.), ShotSpotter Gunshot Location System® (manufactured by ShotSpotter), and SENTRI® (Sensor Enabled Neutral Threat Recognition and Identification) (manufactured by Safety Dynamics). While all three systems are considered gunshot detection systems, that is all they have in common. Based on the below, the Police Department is requesting that ShotSpotter be treated as a sole source provider and that ShotSpotter Gunshot Location System® be procured as quickly as possible.

2. The Nassau County Police Department is seeking to procure a Gunshot Location System in the Roosevelt-Uniondale area (approximately 3 square miles). The system must not only have the ability to detect a gun shot in a public place, but also have the ability to provide a location in close proximity (no more than 10-15 feet) to where the gunshot occurred. The system must have the ability to provide a live audible feed of gunshots and immediate play back of the gunshot. The system must record and save all gun shot events so that they may be forensically examined at a latter date. The system must be able to distinguish between gunshots and other sounds that are similar (e.g. fireworks & car backfiring). The system must be able to be hardwired for power. The system must have a proven track record in a deployment area greater than one square mile.


3. "The ShotSpotter Gunshot Location System utilizes patented technology to detect weapons-fire events over large, complex environments....ShotSpotter utilizes the principle of acoustic triangulation to locate gunfire across wide areas. Because of its patented spatial filter technology, ShotSpotter systems are not fooled by noises which sound like gunfire but are misleading (like car backfires, firecrackers, etc.). Similarly the technology filters out echoes and other acoustical anomalies. Using a continuous feedback loop which constantly adjusts sensor trigger and other parameters, ShotSpotter is able to deliver instantaneous system reports to dispatchers within seconds of a weapon being fired."<sup>2</sup>

4. ShotSpotter should be declared a sole source provider for the following reasons:

- a. ShotSpotter is the sole provider of the ShotSpotter Gunshot Location System® (hereinafter "ShotSpotter").
- b. ShotSpotter is the only system that allows for the immediate playback and live feed of a gunshot incident. Neither SENTRI nor Secures provide this capability.

- c. ShotSpotter is the only gunshot location system (not to be confused with gunshot detection system) that provides the ability to forensically examine gunfire incidents after the event. All captured gunshot incidents are saved to a hard drive so that they may be forensically examined at a later time. It should be noted that in order for the system to provide a location three sensors must identify the shots. Even in incidents where only one or two sensors identify gunshots, this data is saved and may be forensically examined. Forensic preservation and examination have significant prosecutorial value in court.
- d. ShotSpotter has the ability to filter noises that are commonly confused for gunshots. In October of 2001, the Austin (Texas) Police Department stopped responding to calls for shots fired that were generated by the Secure gunshot location system due to the system's inability to distinguish fireworks from gunshots. At this point in time there is no indication that this flaw has been addressed.
- e. Unlike the SENTRI system, ShotSpotter provides a specific location of where the gunshot occurred. SENTRI system uses gunshot sensors that direct an integrated camera to point in the direction of where the shot came from. The SENTRI system does not provide a specific location of where the shot was fired.
- f. Currently, Secure gunshot detection system sensors are only powered by battery, whereas ShotSpotter is hard wired. The Police Department is currently in the process of procuring a system to cover approximately three (3) square miles. The Secure gunshot system could require in excess 300 sensors. The Secure gunshot detection system would require regular changing/testing of batteries. Under any circumstances, the battery maintenance would be a labor-intensive endeavor.
- g. ShotSpotter requires significantly fewer sensors per square mile than Secure does. Whereas ShotSpotter requires 12 to 20 sensors square mile, Secure could require 100 sensors per square mile.
- h. Costs: Pursuant to law, the Boston Police Department issued an RFP for a shot location system for 6.2 square miles. The Boston Police Department received proposals from Secure (\$1,498,874) and Shotspotter (\$1,444,118). The Shotspotter was \$45,756 cheaper than the Secure system. The Senti system cost approximately \$35,000 per unit. To deploy 36 SENTRI units in three square miles would cost approximately 1.25 million dollars. It should be noted that the SENTRI system is not a gunshot location system, but a gunshot detection system. The ShotSpotter system will cost approximately \$875,000, inclusive of a four-year warranty.

5. Based on the details described above, it reasonable to believe that ShotSpotter Gunshot Location System is a sole source item that can only be obtained from ShotSpotter Inc. The only system that meets the needs of the Nassau County Police Department is the ShotSpotter gunshot location system. Therefore, I respectfully request that you approve the County's contract with this vendor.

  
 Robert W. McGuigan  
 First Deputy Commissioner

<sup>1</sup> Mazerolle, Lorraine Green, Presentation "Using Gunshot Detection Technology in High-Crimes Areas," National Institute of Justice, U.S. Department of Justice, June 1998

<sup>2</sup> ShotSpotter Website, "<http://www.shotspotter.com/products/index.html>"

ShotSpotter  
Gunshot Location Systems®

ShotSpotter, Inc.  
1060 TERRA BELLA AVE  
MOUNTAIN VIEW, CA 94043  
PH. 888-274-8877

SQUARE 1 BANK  
66-1261-531

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5847

PAY TO THE  
ORDER OF Nassau County

Five hundred thirty three and 00/100\*\*\*\*\*

\$ \*\*533.00

5/30/2008

DOLLARS

Nassau County  
1550 Franklin Avenue  
Mineola NY 11501  
United States

MEMO

⑈005847⑈ ⑈053112615⑈ ⑈05417⑈

*Byron Harris*

MP

Security Features included. Details on back.





## CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of \_\_\_\_\_, 2008 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Nassau County Police Department, having its principal office at 1490 Franklin Avenue, Mineola, New York 11501 (the "Department"), and (ii) ShotSpotter, Inc., corporation authorized to do business in New York State, having its principal office at \_\_\_\_\_ (the "Contractor").

### WITNESSETH:

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement and the proposal attached hereto; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

WHEREAS, the Contractor desires to perform the services described in this Agreement and the proposal attached hereto;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on execution of the Agreement by all parties and terminate four (4) years after acceptance of the System (as defined below), unless sooner terminated in accordance with the provisions of this Agreement, or unless the term is extended by mutual agreement of the parties in writing. The Contractor shall perform during the initial four year term System design, installation and acceptance testing services, and provide a one year warranty and three years of additional maintenance and support, as described in Section 2 hereof, to commence the day after the first year anniversary of System Acceptance (as defined below).

2. Services. The services to be provided by the Contractor under this Agreement shall consist of designing, supplying, installing and testing in accordance with the Acceptance Testing procedures referenced herein in Section 4, a ShotSpotter Wireless Gunshot Detection and Location System ("System") in a designated three (3) square mile in Nassau County, New York, as more particularly described and designated in the "Scope of Services" section of the proposal attached hereto. Contractor will provide warranty services for one (1) year following Acceptance of the System by the County as set forth in Section 4 hereof, and in accordance with the exclusive limited warranty provisions of the Contractor's General Terms and Conditions, attached hereto as Appendix A. Also, Contractor shall provide an additional three (3) years of maintenance and support, which shall commence upon the expiration of the initial one (1) year warranty term, shall expire three (3) years thereafter, and which may be renewed in accordance with Section 3 hereof. Collectively, the foregoing shall be referred to as the "Services."

Provided, however, that Contractor shall not be responsible for, and the Services shall not include, obtaining leases, licenses or permissions from the owners or lessees of real property and/or improvements upon which the System sensors are to be located ("Site Permissions"), which shall be the sole responsibility of the County, provided that the Contractor will provide reasonable assistance to the County, including attending meetings to describe the System and its operations, in connection with the County's efforts to secure Site Permissions. Further, provided, that video surveillance software interface programming and integration services are independent of and separate from this Agreement and not included in the Services, and any integration with video surveillance systems shall not be performed by Contractor.

The County agrees to use its best efforts to obtain complete executed Site Permissions within one year of execution of this Agreement and if necessary, within two years of the execution of this Agreement provided the County makes every effort to secure Site Permissions in an expedited manner. The County acknowledges that Contractor cannot perform System installation and acceptance testing until Site Permissions are secured. Contractor agrees that it will complete supplying and installing the System, ready for Acceptance testing, within ninety (90) days of the County's completion of obtaining Site Permissions.

Contractor's Services, including, without limitation, warranty terms and conditions, shall be provided subject to and in accordance with the Contractor's General Terms and Conditions, attached hereto as Appendix A. Use of Contractor's proprietary System technology and software shall be licensed to the County and certain other state and federal law enforcement agencies operating within Nassau County accordance with and subject to the terms and conditions of the Contractor's Gunshot Location System Software License, attached hereto as Appendix B. Contractor's warranty and support and maintenance services shall be provided subject to and in accordance with the terms and conditions of the Contractor's Maintenance and, Support Terms and Conditions, attached hereto as Appendix C, all of which are hereby incorporated into this Agreement by reference.

3. Payment. (a) Amount of Consideration. The maximum amount ("Maximum Amount") to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement shall be equal to the sum of the total amounts set forth below, and payable as follows:

The total purchase price for designing, supplying, installing and testing the Wireless Gunshot Location System and 100 seat PSC Mobile and PSC License Payments and one year warranty and three years of additional maintenance and support shall be **\$833,000 (Eight Hundred Thirty-three Thousand Dollars)**, payable as follows:

-- First Payment: **\$150,750 (One Hundred Fifty Thousand Seven Hundred and Fifty Dollars)** shall be due and payable upon completion of the kickoff meeting, and Contractor's completion of a site survey and a Radio Frequency survey with the feedback and assistance of the County.

-- Second Payment **\$301,500 (Three Hundred One Thousand Five Hundred Dollars)** shall be due and payable upon Contractor's shipment and County's receipt of the Wireless GLS equipment. The Contractor acknowledges that said equipment shall not be shipped to the County until Site Permissions needed for the installation of the Sensors has been obtained by the County; and .

-- Third Payment **\$380,750 (Three Hundred Eighty Thousand Seven Hundred Fifty Dollars)** shall be due and payable within ten (10) days of Acceptance of the System by the County, in accordance with the acceptance provisions in Section 4 of this Agreement.

After the expiration of the one (1) year warranty and three (3) years of service and maintenance, extended warranty services shall be renewable, and Contractor shall provide such extended warranty services on the terms and conditions set forth herein and in Appendix C hereto, for up to five (5) successive renewal terms of one (1) year each. Such renewal shall be pursuant to the terms and conditions set forth in Appendix C "ShotSpotter Maintenance and Support Agreement" Section 1B. In the event support and maintenance term is renewed for another year following the expiration of the renewal term in effect, the Contractor shall invoice the County for the annual support and maintenance fee applicable to the renewal term, as set forth below, which invoice(s) the

County shall pay upon receipt.

1<sup>st</sup> renewal term - \$87,675 (Eighty Seven Thousand Six Hundred Seventy-five Dollars)

2<sup>nd</sup> renewal term - \$90,307 (Ninety Thousand Three Hundred Seven Dollars)

3<sup>rd</sup> renewal term - \$93,016 (Ninety-three Thousand Sixteen Dollars)

4<sup>th</sup> renewal term - \$95,806 (Ninety-five Thousand Eight Hundred Six Dollars)

5<sup>th</sup> renewal term - \$98,680 (Ninety-eight Thousand Six Hundred Eighty Dollars)

466,484

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller") which shall not be unreasonably withheld, delayed or conditioned.

(c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

4. Acceptance Testing and System Acceptance. Following installation, Contractor will test (and, if necessary tune and troubleshoot) the System, for conformity to the acceptance criteria set forth in the Customer Acceptance Test form attached hereto as part of Appendix D. The System shall be deemed accepted and the County agrees to accept the System and execute the Customer Acceptance Form, upon Contractor's demonstrating to the County that the acceptance criteria set forth in Exhibit D have been met. ("Acceptance") Such acceptance testing shall be conducted in accordance with the Contractor's standard System Troubleshooting and Handover Procedures, which are also attached hereto as part of Appendix D, and incorporated herein by reference.

5. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

6. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or

contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

7. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, a living wage, disclosure of information, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate, and shall protect, through invocation of applicable FOIL exemptions, Contractor's Confidential Information to fullest extent permitted under the FOIL.

#### 8. Confidentiality.

"Confidential Information" means any and all confidential information of a party disclosed to the other party, including, but not limited to, proprietary software, technical information, know-how, trade secrets, processes, law enforcement or investigative information, marketing data, business/financial information, and any information concerning the System obtained in connection with the System purchase, installation or operation, and designated by Contractor from time to time as confidential; System documentation, use and operations manuals; and output data created or compiled by the System. Confidential Information shall not include information which: (a) was

known to the recipient prior to the time of disclosure by the other party; (b) at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of agreement by the recipient; (c) is subsequently lawfully received by recipient from a third party without any obligation of confidentiality to the disclosing party; or (d) is required to be disclosed by law or order of a court of competent jurisdiction or regulatory authority.

The parties acknowledge that in the course of Contractor's efforts in providing the Services to the County hereunder, each may receive Confidential Information of the other party. Any and all Confidential Information in any form or media obtained by a recipient shall be held in confidence and shall not be copied, reproduced, or disclosed to third parties for any purpose whatsoever except as necessary in connection with the Contractor's Services provided under this Agreement. The recipient further acknowledges that it shall not use such Confidential Information for any purposes other than in connection with the recipient's activities contemplated by this Agreement. Each party shall disclose the Confidential Information of the other only to those of its employees, contractors, or consultants having a need to know such Confidential Information and shall take reasonable precautions to ensure that such persons comply with the provisions of this section, including causing such person to agree to confidentiality and non-disclosure terms reasonably acceptable to the disclosing party. A receiving party shall protect the Confidential Information of the disclosing party with at least the same degree of care as it uses to protect its own Confidential Information of a similar nature, but in no case with less than a reasonable degree of care.

In the case of a breach of the confidentiality provisions of this Section 8 the parties hereby agree that their respective remedies at law are inadequate, and consent to equitable enforcement of their obligations under said sections, by a court of appropriate equity jurisdiction hereunder.

(d) Non-Disclosure Agreement (NDA). If requested by the County, the Contractor and the Contractor's personnel and/or agents are providing Services pursuant to this Agreement shall enter into a County issued NDA prior to receiving any County Confidential Information. The County shall enter into, and cause all other contractors or service providers to whom Contractor's Confidential Information may be disclosed, an NDA reasonably acceptable to Contractor prior to using or disclosing any Contractor Confidential Information to any person or entity in connection with integration of the System or data generated by the System with video surveillance equipment or software, or any other purpose.

(e) The provisions of this Section shall survive the termination of this Agreement.

9. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement, provided that nothing herein shall be construed to oblige Contractor to obtain or maintain Site Permissions.

10. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible

for and shall indemnify and hold harmless the County, its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, reasonable attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether taken pursuant to or authorized by this Agreement and regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence or willful misconduct of the County.

(b) Intellectual Property Infringement Indemnity – Contractor shall indemnify, defend and/or hold harmless the County from and against claims of intellectual property infringement or violation of intellectual property rights to the extent provided in, and subject to the terms, conditions, and limitations of, the provisions of the Contractor's Standard Terms and Conditions (Appendix A) and Gunshot Location System Software License (Appendix B) entitled "IP Infringement; Exclusive Remedy," which are incorporated herein by reference.

(c) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section and the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(d) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(e) In the case of any claim asserted by a third party against an Indemnified Party for which indemnification is required under this Agreement, written notice shall be given by the Indemnified Party to the Contractor promptly after such Indemnified Party has actual knowledge of any claim as to which indemnity may be sought, and the Indemnified Party shall permit the Contractor (at the Contractor's expense) to assume and control the defense of any claim or any litigation resulting therefrom; provided, however, that any Indemnified Party may, at its own expense, retain separate counsel to monitor the progress of (but not participate in) such defense. The Contractors shall have the right to defend (and shall have the right to control the defense of) the Indemnified Party by appropriate proceedings; provided, that, except with the prior written consent of the Indemnified Party, Contractor shall not, in the defense of any such claim or litigation, consent to entry of any judgment or enter into any settlement that provides for injunctive or other nonmonetary relief affecting the Indemnified Party or that does not include as an unconditional term thereof the giving by each claimant or plaintiff to such Indemnified Party of a release from all liability with respect to such claim or litigation. In any event, the Contractor and the Indemnified Parties shall cooperate in the defense of any claim or litigation subject to this paragraph and the books and records of each shall be available to the other with respect to such defense thereof.

(f) Indemnification Limit -- In no event shall Contractor have any liability to the County or any one or more Indemnitees for any losses or other amounts incurred or expended in any connection with a single indemnification claim or incident or multiple claims or incidents (whether related or unrelated) in excess of the amount of available insurance. Indemnification obligations limits shall not apply to

Contractor's breach of confidentiality obligations, the ability of a party to obtain injunctive relief, or the Contractor's gross negligence or willful misconduct.

(g) The provisions of this Section 9 state the County's complete and exclusive rights to indemnity or contribution from Contractor, under any legal or equitable theory, regardless of the nature of the claim, loss or injury. The provisions of this Section shall survive the termination of this Agreement.

11. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than three million dollars (\$3,000,000) per occurrence and five million dollars (\$5,000,000) aggregate coverage; (ii) errors and omissions insurance policy with minimum single combined limit liability of not less than three million dollars (\$3,000,000), and (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law and (iv) such additional insurance as the County, in its reasonable discretion, may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance reasonably acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

12. Intellectual Property Rights. Ownership of intellectual property rights in and to the System technology and System Software shall be reserved by Contractor, and use of the System and System Software shall be licensed to the County and certain Nassau County Municipal Entities in accordance with and subject to the terms and conditions of the Contractor's Gunshot Location System Software License, attached hereto as Exhibit B.

13. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County

Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

14. Termination. (a) By the County. This Agreement may be terminated:

(i) for the convenience of the County, upon not less than thirty (30) days' written notice to the Contractor: (1) not earlier than six (6) months after execution of this Agreement, in the event that the County is unable, notwithstanding the County's best efforts to do so, obtain executed Site Permissions for the System during such two (2) year period, whereupon Contractor shall be entitled, as its sole and complete remedy, to be paid and to retain the first milestone payment of **\$150,750 (One Hundred Fifty Thousand Seven Hundred Fifty Dollars)**, payable at execution of the Agreement, and thereafter this Agreement shall be terminated and both parties shall thereafter be relieved of all further obligations and liabilities to one another; and (2) at any time after System installation and Acceptance, whereupon Contractor, as its sole and complete remedy, shall be entitled to be paid and to retain all milestone payments for designing, supplying, installing and testing the System, totaling **\$603,000 (Six Hundred Three Thousand Dollars)**, plus a pro rated portion of the **\$230,000 (Two Hundred Thirty Thousand Dollars)** payment for maintenance and support service, calculated based on the number of months or portion of a month (which shall be counted as a full month) prior to the effective date of termination during which the County was entitled to maintenance warranty and support. Contractor shall refund to the County the balance of the **\$230,000 (Two Hundred Thirty Thousand Dollars)** extended warranty payment after calculation of the foregoing pro ration, whereupon this agreement shall be terminated and both parties shall thereafter be relieved of all further obligations and liabilities to one another;

(ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, and (iii) upon mutual written Agreement of the County and the Contractor. As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement, after affording Contractor a thirty (30) day period within which to effect a cure, except that no cure period shall be required for Contractor's breach of the Confidentiality provisions of Section 8; and (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered.

(b) By the Contractor. This Agreement may be terminated by the Contractor for non-payment of any amounts due and payable hereunder, for breach of the County's or any Nassau County Municipal Entity's obligations or violation of Contractor's rights under this Agreement or any other document appended hereto and incorporated herein, or if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance.

Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible, and no notice shall be required for breach of the Confidentiality provisions of Section 8), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.



15. Dispute Resolution

If a dispute, claim or controversy arises out of or arises in connection with this Agreement, including, but not limited to, the termination or validity hereof (a "Dispute"), the parties agree to use the following procedures, in lieu of either party initially pursuing other available remedies, to resolve the Dispute. The Parties agree that they will first attempt to settle any Dispute arising out of this Agreement through good faith negotiations in the spirit of mutual cooperation between representatives of the parties with authority to resolve the Dispute. Prior to taking action as provided in this Agreement, the Parties shall first submit the Dispute to an appropriate representative for each party for resolution, and if such representatives are unable to resolve such Dispute, either party may request that their respective chief executive officers or deputy county executive, attempt to resolve such Dispute through good faith negotiations. The officers or delegates to whom any such claim or controversy is submitted shall attempt to resolve the Dispute through good faith negotiations over a reasonable period, not to exceed 30 days in the aggregate unless otherwise agreed. Such 30-day period shall be deemed to commence on the date of a notice from either party describing the particular Dispute.

16. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles. Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

17. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

18. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of the Services in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the Services contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

19. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State or the United States District Court for the Eastern District of New York and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

20. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d) (i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

21. All Legal Provisions Deemed Included; Severability; Supremacy; Construction. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement, including the provisions of any schedule, exhibit, appendix, or attachment, should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

22. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

23. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

24. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of **Five Hundred and Thirty-three Dollars (\$533.00)** for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

25. Appendices, Exhibits and Attachments. The documents listed below have been attached hereto and are incorporated herein as a part of this Agreement to the extent provided herein:

- Contractor's Proposal 2008NCNYPD01182008.3
- ✓ Appendix A – Contractor's General Terms and Conditions
- ✓ Appendix B – Contractor's Gunshot Location System Software License
- ✓ Appendix C – Contractor's Extended Warranty, Support and Maintenance Terms
- ✓ Appendix D – Customer Acceptance Test Form and Contractor's System Troubleshooting and Handover Procedures
- ✓ Appendix EE – EEO
- ✓ Appendix – L Form of Certificate of Compliance

26. Singular, Plural and Gender. When used in this Agreement, the singular includes the plural, the plural includes the singular, and gender related pronouns include the feminine, masculine and neuter.

27. Executory Clause. Notwithstanding any other provision of this Agreement:

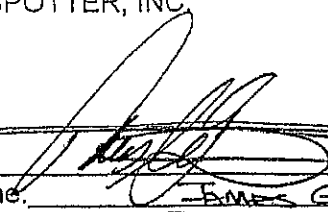
(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

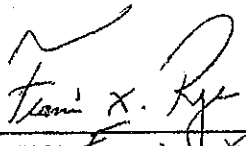
IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

SHOTSPOTTER, INC



By:   
Name: JAMES G. BELOCK  
Title: PRESIDENT & CEO  
Date: 30 MAY 2008

NASSAU COUNTY

By:   
Name: James X. Rye  
Title: Deputy County Executive  
Date: June 13, 2011

PLEASE EXECUTE IN BLUE INK

See attached

~~NOTARY PUBLIC~~

( )

*Jan D. Collier*  
NOTARY PUBLIC

**JAMES G. COLLINS**  
**NOTARY PUBLIC, State of New York**  
 No. 4881903  
 Qualified in Nassau County  
 Commission Expires Dec. 20, 2010

State of California )  
County of Santa Clara )

## CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

On 30 May 2008 before me, Michele Lynne Puente,  
(here insert name and title of the officer)  
personally appeared James G. Boldock

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

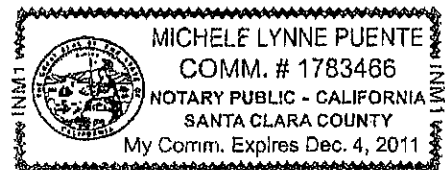
I certify under PENALTY OF PERJURY under the laws of the  
State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



### OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

#### Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document  
titled/for the purpose of \_\_\_\_\_

containing \_\_\_\_\_ pages, and dated \_\_\_\_\_

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)  
☐ Attorney-in-Fact  
☐ Corporate Officer(s)

Title(s)

- ☐ Guardian/Conservator  
☐ Partner - Limited/General  
☐ Trustee(s)  
☐ Other: \_\_\_\_\_

representing: \_\_\_\_\_

Name(s) of Person(s) or Entity(ies) Signer is Representing

#### Additional Information

##### Method of Signer Identification

Proved to me on the basis of satisfactory evidence:  
☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # \_\_\_\_\_ Entry # \_\_\_\_\_

Notary contact: \_\_\_\_\_

Other

☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)

☐

**Appendix EE**  
**Equal Employment Opportunities for Minorities and Women**

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBES") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBES and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrator's award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").



(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who

will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

## EXHIBIT EE

### Appendix L

#### Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

James G. Beldock (Name)

1060 Terra Bella Ave. Mountain View, CA 94043 (Address)

408-329-9200 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor
3. In the past five years, Contractor \_\_\_\_\_ has ☒ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

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EXHIBIT EE

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action \_\_\_\_\_ has ☒ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

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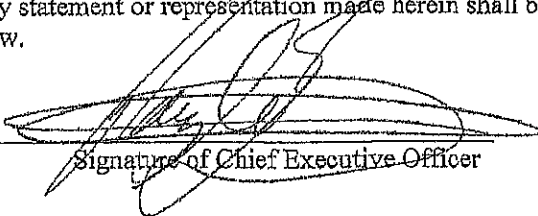
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5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

April 9, 2008  
Dated

  
Signature of Chief Executive Officer

James G. Beldock  
Name of Chief Executive Officer

Sworn to before me this

\_\_\_\_ day of \_\_\_\_\_, 2008.

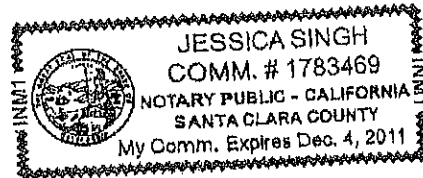
See attached  
\_\_\_\_\_  
Notary Public

State of California )  
County of Santa Clara )

## CALIFORNIA JURAT

Subscribed and sworn to (or affirmed) before me on this 9<sup>th</sup> day  
of April, 20 08, by - James G. Beldock -

proved to me on the basis of satisfactory evidence to be the person(s)  
who appeared before me.



Signature Jessica Singh

Seal

### OPTIONAL INFORMATION

*Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this Jurat to an unauthorized document and may prove useful to persons relying on the attached document.*

#### Description of Attached Document

This certificate is attached to a document titled/for the purpose of

Certificate of Compliance

containing \_\_\_\_\_ pages, and dated \_\_\_\_\_.

Affirmation Information	
Method of Affiant Identification	
Proved to me on the basis of satisfactory evidence: <input checked="" type="checkbox"/> form(s) of identification <input type="checkbox"/> credible witness(es)	
Notarial event is detailed in notary journal on: Page # _____ Entry # _____	
Notary contact: _____	
Other	
<input type="checkbox"/> Affiant(s) Thumbprint(s)	<input type="checkbox"/> Describe: _____

Appendix L  
Certificate of Compliance

Previously submitted  
SEE Attached.

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor \_\_\_\_\_ has \_\_\_\_\_ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action \_\_\_\_\_ has \_\_\_\_\_ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

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5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

Dated \_\_\_\_\_

\_\_\_\_\_  
Signature of Chief Executive Officer

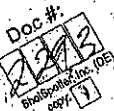
\_\_\_\_\_  
Name of Chief Executive Officer

Sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
Notary Public





## APPENDIX A

### SHOTSPOTTER, INC. GENERAL TERMS AND CONDITIONS OF SALE

ShotSpotter, Inc. (also "ShotSpotter," "we," "us," or "our") and Nassau County, named in the Agreement to which this exhibit is attached (also "Customer," "you" or "your") agree to the following General Terms and Conditions. The following Terms and Conditions are an essential part of the purchase order or Agreement under which you purchase a ShotSpotter Gunshot Location System ("ShotSpotter System"). Your installation, activation or use of any part of the ShotSpotter System (and/or signature on the purchase order and/or Agreement) shall constitute your representation that you have read these Terms and Conditions, and your acceptance of them as an integral part of the Agreement and your purchase or order of the ShotSpotter System. If you do not agree to be bound by these terms and conditions, do not install, activate or use any part of the ShotSpotter System and return all components in their original packaging to your supplier. In consideration of the parties' mutual undertakings set forth herein, you and we agree as follows:

**1. LIMITED EXCLUSIVE WARRANTY.** Provided that you comply with your obligations under the terms and conditions the warranties specified in the Agreement shall apply. During the applicable Warranty Period, we will, without cost to you, replace or repair any component of the ShotSpotter System Components or Software that are defective as to materials or workmanship.

The ShotSpotter System Components covered by this limited exclusive warranty consist exclusively of: (a) each static or portable acoustic sensor purchased by you; (b) a weather-resistant enclosure for each such sensor; each Mobile display device purchased by you (if any); (c) each central computer server, and/or ruggedized "base station" laptop computer purchased by you (if any), and associated network and radio base station hardware; (d) radio subscriber units and related antennas; (e) the network bridge, switch or mesh node supplied as part of the ShotSpotter system's communications infrastructure; (f) mounting, safety and grounding hardware provided for use with sensor installation or base station hardware; and (g) documentation concerning the use and operation of the ShotSpotter System (collectively, the "ShotSpotter System Components").

The Software covered under this limited exclusive warranty consists exclusively of: (i) object-code versions of (a) the firmware embedded in each ShotSpotter static or portable acoustic sensor and Mobile display device purchased by you (if any); (b) ShotSpotter Location Server software; ShotSpotter Notification Engine software; ShotSpotter Console software, and video surveillance application interfaces, installed and operated locally on computers and devices supplied by ShotSpotter for your use by on and in connection with a ShotSpotter System, subject to the terms and conditions of the ShotSpotter Software License Agreement ("License") between you and us; and (ii) software documentation and operations manuals supplied with the foregoing software (collectively, "Software").

Such ShotSpotter System Components and Software DO NOT INCLUDE (AND THIS LIMITED EXCLUSIVE WARRANTY DOES NOT COVER): installation, engineering or integration services not actually performed by ShotSpotter or its designee; any hardware, computer, equipment or software not actually supplied by ShotSpotter for your use in connection with a ShotSpotter System; power sources or power wiring, connections, wiring, switches, computer and telecommunications equipment and other facilities used to transmit event data from sensors to the computer on which is installed the Software, or to send event reports to terminal devices in the field (e.g., to officers' mobile computing devices or telephones); nor does it include third party network, power or communications equipment connected to ShotSpotter-supplied equipment, or related software or firmware.

THIS LIMITED EXCLUSIVE WARRANTY ALSO EXPRESSLY EXCLUDES ordinary wear and tear, damage caused by criminal activity, combat conditions, lightning, electrical surge, theft,

vandalism, fire, impact, or usage conditions, or any other loss or damage caused by events or circumstances outside our control after installation and/or delivery. This warranty DOES NOT include routine software support and maintenance for, or upgrades to the Software. Maintenance and support is provided pursuant to the separate Maintenance and Support Agreement between the parties.

This Limited Exclusive Warranty applies only to Customer or City and may not be assigned except as permitted in the Agreement. This Limited Exclusive Warranty does not apply to losses or damages to Products that occur in shipment to or from us. Further, this Limited Warranty shall not cover and losses or damage to the Products that we determine resulted from defective installation or operation of any ShotSpotter System Component or Software by you, or anyone other than ShotSpotter or its designee; failure to perform required preventative maintenance of Products such as tuning, level setting, or battery replacement; relocation, removal, disconnect, modification or alteration any component of the Products without first notifying and obtaining approval from us; operation by anyone other than competent and qualified personnel in accordance with any operating instructions furnished by us; or any use in any manner or for any purpose for which the Products are not designed or reasonably suited, any of which shall void this Limited Exclusive Warranty.

In fulfillment of this warranty, we reserve the rights to either repair or replace, at our sole discretion, any defective component, to substitute components of equal quality at the time of replacement or repair, and to use reconditioned components.

To initiate a warranty claim, you shall contact our Customer Service Department or the Customer Service Department of our authorized Integrator and request a Return Material Authorization (RMA) number, and return all defective Products to the address provided with the RMA number, with all insurance and freight charges prepaid by you. When returning any Product for warranty service, you also agree to provide us with information concerning the malfunction of the Product, your return mailing address, telephone number, name and location, and proof of the original date of shipment from ShotSpotter to you. We may replace the defective Product with a new or remanufactured, functionally equivalent Product at our option.

During the applicable Warranty Period, all labor and materials will be provided without charge to you. Products repaired or replaced by Seller under warranty will continue to be warranted according to the provisions of this Limited Warranty for the duration of the initial Warranty Period. Product returned and determined to be out of warranty will be repaired or replaced on a time and materials basis for parts and labor upon receipt of your Purchase Order for such services. Products returned during the warranty period and found not to be defective following inspection by us will be subject to our then-current evaluation charges. We will return the Products to Buyer after repair or replacement by the carrier and transportation method chosen by Seller on Seller's standard shipping terms.

## **2. IP Infringement; Exclusive Remedy**

Subject to the terms and conditions hereof, ShotSpotter agrees to defend and indemnify Nassau County from and against losses, suits, damages, liability and expenses (including reasonable attorney and professional fees) arising out of a claim asserted in a lawsuit or action against the County by a third party unrelated to the you, in which such third party asserts a claim that the ShotSpotter System and/or Software, when used in accordance with ShotSpotter's specifications and for the purposes intended, directly infringes any valid and enforceable patent which was issued, or valid and enforceable copyright which was registered, as of the effective date of Customer's Agreement to purchase the ShotSpotter System.

Provided, however, that ShotSpotter shall have the right to choose counsel to defend such suit and/or action, and to control the settlement (including determining the terms and conditions of settlement) and the defense thereof, and that Customer shall provide ShotSpotter with reasonably

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

Further provided, however, that this section shall not apply and ShotSpotter shall have no obligation to defend and indemnify Customer to the extent the Customer or unauthorized third party modifies, alters, substitutes, or supplements any of the ShotSpotter System, ShotSpotter System Components 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 supplied by ShotSpotter as part of the ShotSpotter System or approved by ShotSpotter, 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 ShotSpotter System Components or Software are used for or in connection with any purpose, application or function other than detecting and locating gunshots exclusively through acoustic means.

If, in ShotSpotter's opinion, the System, or any ShotSpotter System Component or Software may or is likely to become the subject of such a suit or action, does become the subject of a claim asserted against a Customer in a lawsuit which ShotSpotter is or may be obliged to defend under this section, or is determined to infringe the foregoing patents or copyrights of another in a final, non-appealable judgment subject to ShotSpotter's obligations under this section, then ShotSpotter may in full and final satisfaction of any and all of its obligations under this section, at its option: (1) procure for Customer the right to continue using the affected component(s) or Software, (2) modify or replace such component(s) or Software to make it or them non-infringing, or (3) refund to the Customer the purchase price paid for the ShotSpotter System, less reasonable depreciation, without further liability to Customer or City, whereupon the Customer shall return the allegedly infringing ShotSpotter System components or Software to ShotSpotter.

**THE FOREGOING SECTION STATES THE ENTIRE LIABILITY OF SHOTSPOTTER AND CUSTOMER'S AND CITY'S EXCLUSIVE REMEDY FOR OR RELATING TO INFRINGEMENT OR CLAIMS OR ALLEGATIONS OF INFRINGEMENT OF ANY PATENT, COPYRIGHT, OR OTHER INTELLECTUAL PROPERTY RIGHTS IN OR TO THE SYSTEM, SYSTEM COMPONENTS, AND SOFTWARE. THIS SECTION IS IN LIEU OF AND REPLACES ANY OTHER EXPRESSED, IMPLIED OR STATUTORY WARRANTY AGAINST INFRINGEMENT OF ANY AND ALL INTELLECTUAL PROPERTY RIGHTS.**

**3. LIMITED WARRANTIES EXCLUSIVE; DISCLAIMERS— IMPORTANT: READ CAREFULLY**

**TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LIMITED WARRANTIES EXPRESSLY SET FORTH ABOVE ARE EXCLUSIVE, AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY SET FORTH HEREIN, AND NO PRIOR STATEMENTS, REPRESENTATIONS, OR COURSE OF DEALING BY ANY SHOTSPOTTER REPRESENTATIVES SHALL EXPAND OR MODIFY THESE WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF QUALITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE OF ANY SERVICES OR ANY GOODS PROVIDED INCIDENTAL TO THE SERVICES PROVIDED UNDER THIS AGREEMENT**

ARE HEREBY EXPRESSLY DISCLAIMED AND SUPERSEDED BY THE EXCLUSIVE LIMITED EXPRESS WARRANTY AND DISCLAIMERS SET FORTH HEREIN.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING LIMITATIONS AND DISCLAIMERS, WHILE THE SHOTSPOTTER SYSTEM IS NOT DESIGNED, SOLD, OR INTENDED TO BE USED TO DETECT, INTERCEPT, TRANSMIT OR RECORD ORAL COMMUNICATIONS OF ANY KIND, SHOTSPOTTER CANNOT CONTROL HOW THE SYSTEM AND ITS COMPONENTS ARE USED, AND, ACCORDINGLY SHOTSPOTTER DOES NOT WARRANT OR REPRESENT, EXPRESSLY OR IMPLICITLY, THAT USE OF THE SHOTSPOTTER SYSTEM WILL COMPLY OR CONFIRM TO THE REQUIREMENTS OF FEDERAL, STATE OR LOCAL STATUTES, ORDINANCES AND LAWS, OR THAT USE OF THE SYSTEM WILL NOT VIOLATE THE PRIVACY RIGHTS OF THIRD PARTIES. YOU SHALL BE SOLELY RESPONSIBLE FOR USING THE SYSTEM IN FULL COMPLIANCE WITH APPLICABLE LAW AND THE RIGHTS OF THIRD PARTIES.

FURTHER, REGARDLESS OF ANY PRIOR STATEMENTS, REPRESENTATIONS, OR COURSE OF DEALINGS BY ANY SHOTSPOTTER REPRESENTATIVES, WE DO NOT WARRANT OR REPRESENT, EXPRESSLY OR IMPLICITLY, THAT THE USE OF THE SHOTSPOTTER SYSTEM WILL RESULT IN THE PREVENTION OF CRIME OR HOSTILE ENEMY ACTION, APPREHENSION OR CONVICTION OF ANY PERPETRATOR OF ANY CRIME, MILITARY PROSECUTION OF ANY ENEMY FORCE, OR DETECTION OR NEUTRALIZATION OF ANY COMBATANT OR THREAT, NOR DO WE WARRANT OR REPRESENT THAT THE SYSTEM WILL PREVENT ANY LOSS, DEATH, INJURY, OR DAMAGE TO PROPERTY DUE TO THE DISCHARGE OF A FIREARM OR OTHER WEAPON, OR THAT THE SHOTSPOTTER SYSTEM WILL IN ALL CASES DETECT AND PLOT THE LOCATION OF ALL FIREARM DISCHARGES WITHIN THE DESIGNATED COVERAGE AREA, OR THAT THE SHOTSPOTTER SYSTEM WILL IN ALL CASES TRACK THE LOCATION OF FRIENDLY FORCES OR SHOTSPOTTER SENSORS, OR THAT THE SHOTSPOTTER-SUPPLIED NETWORK WILL REMAIN IN OPERATION AT ALL TIMES OR UNDER ALL CONDITIONS. ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, OF FITNESS FOR HIGH RISK PURPOSES REQUIRING FAIL-SAFE PERFORMANCE ARE HEREBY EXPRESSLY DISCLAIMED.

YOU AND WE EACH ACKNOWLEDGE AND AGREE THAT THE SHOTSPOTTER SYSTEM IS NOT A CONSUMER GOOD, AND IS NOT INTENDED FOR SALE TO OR USE BY OR FOR PERSONAL, FAMILY OR HOUSEHOLD USE. YOU WARRANT AND REPRESENT THAT YOU AND EACH USER OF THE SYSTEM ARE AND WILL BE GOVERNMENTAL, MILITARY, LAW ENFORCEMENT OR PUBLIC SAFETY AGENCIES. YOU ALSO ACKNOWLEDGE AND AGREE THAT YOUR AGENCY HAS ESTABLISHED SPECIFICATIONS FOR GOODS AND SERVICES OF THAT NATURE, AND THAT YOU HAVE, AFTER DUE DILIGENCE, DETERMINED THAT THE SHOTSPOTTER SYSTEM MEETS IN ALL MATERIAL RESPECTS YOUR AGENCY'S SPECIFICATIONS, AND THAT YOU ARE AWARE OF THE SYSTEM'S INTENDED USES AND LIMITATIONS.

#### 4. YOUR OBLIGATIONS.

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

A. You agree to pay all sums due under the purchase Agreement or order as and when they are due pursuant to the terms of such Agreement or order.

B. You agree to use your best efforts to timely perform and comply with your obligations set forth in the ShotSpotter Customer Requirements Document (including, without limitation, in the Implementation Plan and Timetable section thereof), supplied as requested, and made a part hereof.

ShotSpotter's duties, including warranty obligations to you shall be predicated and conditioned upon your timely performance of and compliance with your obligations set forth in that document.

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

D. You shall not change the installation site of any component of the ShotSpotter System without our prior written consent, after notice, which consent we will not unreasonably withhold.

E. You may not relocate, remove, disconnect, modify or in any way alter any component of the ShotSpotter System except mobile software without first notifying and obtaining approval from us.

F. If a ShotSpotter System Component, Software or ShotSpotter System appears to be defective, you must immediately inform us or our authorized integrator.

G. You are responsible for safeguarding ShotSpotter equipment from loss, damage or theft. We should be notified immediately regarding any actual or possible damage to, theft, unauthorized access to or copying of, or loss of any ShotSpotter System Component or Software.

H. You shall afford us secure (i.e. Virtual Private Network) access from your ShotSpotter System to our server over your existing Internet connection or over a dedicated link, at your sole cost and expense. You shall make your best efforts to ensure that this access is up at all times (24 x7 x 365) for the purposes of our monitoring the System.

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

J. We or our representatives may at reasonable times upon reasonable notice with your permission, enter your premises for purposes of inspecting, examining or repairing the ShotSpotter System. As to components installed on the property of others, you shall use your best efforts to obtain permission for us and our representatives to enter onto such property at any time for such purposes. We shall not be responsible for any delays or failures to inspect, examine and/or repair caused by our inability to gain entry to property for such purposes for any reason.

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

**5. INTELLECTUAL PROPERTY RIGHTS; LIMITED LICENSE.** We or our licensors retain all ownership of all intellectual property rights in and to all software, computer programs, related documentation, technology, knowhow and processes embodied in or made available to you in connection with the ShotSpotter System, ShotSpotter System Components, and Software, including, without limitation, all patent rights, copyrights, trade secret rights, trademarks and service marks. Your rights to install and use software included with the ShotSpotter System ("Software") are limited, and shall be strictly in accordance with the **ShotSpotter System Software License Agreement** (which is supplied herewith, and an **essential part of the Agreement**). Any and all rights not granted expressly in such License are hereby reserved. For the terms and conditions of your limited license to Software and documentation, please refer to that document, which is incorporated by reference into these Terms and Conditions.

**6. EXPORT CONTROL.** You acknowledge and agree that no part of the Software, ShotSpotter System or any System Component thereof may be transferred, shipped, delivered, received, exported or re-exported, nor may any technical data directly relating to any of the same or the underlying information or technology be disclosed, downloaded, transferred, furnished, or otherwise provided, to, by or through any person, government, country, or to any end-user, or for any end-uses, except in compliance with all applicable U.S. export control laws and regulations. You agree to comply with and are solely responsible for compliance, with all export laws and restrictions and regulations of any United States (U.S.) or foreign government, agency or authority, and agree not to export, re-export or engage in "deemed export," or to transfer or deliver, or to disclose or furnish, to any foreign (non-U.S.) government, foreign (non-U.S.) person or end-user, to any U.S. person or entity, any of the ShotSpotter System, System Components, Software, or any technical data or output data or direct data product thereof, or any service related thereto, in violation of any such restrictions, laws or regulations.

In addition to compliance with the foregoing, and without limiting the generality of the foregoing, you and your supplier shall not disclose, discuss, download, ship, transfer, deliver, furnish, or otherwise export or re-export any such item(s) to or through: (a) any country embargoed or subject to U.S. trade sanctions covering the same, to individuals or entities controlled by such countries, or to nationals or residents of such countries other than nationals who are lawfully admitted permanent residents of countries and are not subject to such sanctions; (b) 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; (c) any person on the U.S. Department of State's List of Debarred Parties; (d) 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 (e) any other end-user or for any end-use prohibited by law or regulation, as any and all of the same may be amended from time to time, or any successor thereto.

In addition, from time to time upon ShotSpotter's reasonable request, you will obtain and provide ShotSpotter with such information, documents and certifications executed by such persons, entities, or duly authorized officers or agents thereof, as ShotSpotter may request to verify your and your supplier's compliance with all applicable export control laws and regulations to which any ShotSpotter System, Software, or System Component or related service is or may be subject.

Notwithstanding any provision of this or any other agreement, ShotSpotter's obligation to fill any purchase order or to perform any service is and shall be expressly conditioned on ShotSpotter's determination to its sole satisfaction that any proposed export or re-export of, or furnishing of any information or any services relating to, any ShotSpotter System, Software, or System Component, is and will be in full compliance with all export control regulations, and ShotSpotter shall not be deemed in breach of its obligations to you or your supplier hereunder in the event ShotSpotter fails or refuses to fill any order because it is not so satisfied.

You represent and warrant that you have complied, and, at all times during your possession of any part of the ShotSpotter System, System Components, and Software, will comply, with these conditions.

**7. PROTECTION OF CONFIDENTIAL INFORMATION.** See Section 8 of the Agreement to which this is attached.

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

9. **FORCE MAJEURE.** In no event shall either party be liable for any delay or default in its performance of any obligation under this or any other agreement caused directly or indirectly by an act or omission of the other party or intended third party beneficiary, or persons acting under direction and/or control of such other party or intended third party beneficiary, 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 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 the first party's reasonable control. Any of the foregoing causes shall be deemed to suspend such obligations of a party so long as any such cause shall prevent or delay performance.

11. **LIMITATIONS ON LIABILITY**

IN NO EVENT SHALL EITHER PARTY OR ANY OF ITS RESPECTIVE DIRECTORS, OFFICERS, MEMBERS, ATTORNEYS, AGENTS, INSTALLERS, OR SUBCONTRACTORS BE LIABLE UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY, OR OTHER LEGAL THEORY FOR LOST PROFITS, LOST REVENUES, LOST BUSINESS OPPORTUNITIES, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER ANY PARTY OR ENTITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, SHOTSPOTTER'S CUMULATIVE LIABILITY FOR FOR ALL LOSSES, CLAIMS, SUITS, CONTROVERSIES, BREACHES OR DAMAGES FOR ANY CAUSE WHATSOEVER (INCLUDING BUT NOT LIMITED TO THOSE ARISING OF OR RELATED TO THIS AGREEMENT) AND REGARDLESS OF THE FORM OF ACTION OR LEGAL THEORY SHALL NOT EXCEED THE AMOUNT OF INSURANCE AVAILABLE TO COVER THE LOSS



# Software License Agreement

## APPENDIX B

### SHOTSPOTTER® SYSTEM SOFTWARE LICENSE AGREEMENT



For purposes of this ShotSpotter Software License, "we," "us," "our," and similar terms means ShotSpotter, Inc., which is the licensor hereunder, and "you," "yours," and similar terms means Nassau County and authorized Nassau County Municipal Entities to which any of ShotSpotter's Software (as defined herein) or components are supplied by ShotSpotter under the Agreement to which this License Agreement is appended.

The following sets forth the terms and conditions of your non-exclusive licenses to use the Software, as defined and described in Section A hereof (collectively, the "License").

This License creates important legal rights and obligations, so please read it carefully before installing or using the Software. This License constitutes an offer by us to you. BY MANIFESTING ELECTRONICALLY YOUR ASSENT TO THESE TERMS, INSTALLING INTO PERMANENT MEMORY OR ANY STORAGE DEVICE, LOADING INTO TEMPORARY MEMORY, COPYING, OR USING ANY COMPONENT OF THE SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS LICENSE. If you do not agree to be bound by the terms of this License, do not install, load or use the Software, and return all parts of the unused Software in its original packaging to ShotSpotter. THIS DOCUMENT IS YOUR PROOF OF LICENSE. PLEASE TREAT IT AS VALUABLE PROPERTY.

#### A. Grant of Limited Rights

For so long as you do not violate any of the terms of this License and other ShotSpotter terms and conditions, you may

use for your own internal purposes, only in connection with your use of a ShotSpotter Gunshot Detection and Location System ("System") acquired by you, machine-readable, object code versions (i) firmware for each remote acoustic sensor device purchased with the System specified in the Agreement, licensed for operation only on the device(s) on which it originally shipped ("Device Licenses"); (ii) ShotSpotter Public Safety Console™ client software, licensed for installation and operation on the number of workstation computers specified in the Agreement, which shall not be copied, installed or used on other computers ("Workstation Licenses"); and either (iii) ShotSpotter central server software, licensed for installation and use only by a single public safety agency at a single location, on the number of servers and at the location specified in the purchase order ("Agency Server Site License") or ShotSpotter central server software, licensed for installation and use only by a single public safety agency at a single location on precisely one (1) server computer as specified in the Agreement ("Single Server License"); and (iv) Mobile PSC or PSC software licensed for use by not more than 100 sworn County or Nassau County Municipal Entity law enforcement officers or sworn law enforcement officers of state and federal law enforcement agencies operating within Nassau County, and installation and operation on no more than 100 devices used by such officers ("Mobile PSC or PSC Software License"). Each such device, workstation and server computer used by an authorized user shall be referred to as a "Licensed Computer".

Each, and, collectively, all, of those firmware and software components (together with associated media, and printed materials and documentation supplied with such components), will be referred to as the "Software."

You may not install or use the Software installed on any sensor, server, workstation or computing device other than the Licensed

SHOTSPOTTER COMPANY CONFIDENTIAL

Copyright © 2007 ShotSpotter, Inc. All rights reserved.

US Patent Nos. 5,973,998; 6,847,587; 7,139,222, 7,266,045 and other foreign and domestic patents pending.

ShotSpotter Gunshot Location System is a registered trademark of, and ShotSpotter and the ShotSpotter logo are trademarks of ShotSpotter, Inc.  
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# Software License Agreement

Computers, without first obtaining additional licenses from us, at our then-current terms and conditions. Any rights not expressly granted to you herein are reserved by us or our suppliers.

## **B. Reservation of Rights; Restrictions**

The Software is our proprietary product, may incorporate components supplied to us under license by third-party suppliers, and is protected by United States patent, trade secret, copyright law and international treaty provisions. All such rights in and to the Software and any part thereof are the property of us or our suppliers. By virtue of this License, you acquire only the right to use the Software on Licensed Computers in accordance with this Agreement, but otherwise acquire no license, title or ownership rights, express or implied, in or to the Software, or any right to use or practice any of our patents, copyrights, trademarks, or trade secrets, all of which rights are reserved expressly by us or our suppliers. Under your Workstation License, Agency Server Site License or Single Server License, you may either: for each Licensed Computer, make one additional copy of the applicable Software, for archival or backup purposes exclusively; or install the Software on one hard disk, provided you retain the original for archival or backup purposes. You may not make any copies of the written materials or documentation that accompanied any component of the Software, or use them, or any other information concerning ShotSpotter's System that we have designated as confidential, for any purpose other than bona fide use of the System for the specific purposes contemplated herein, nor allow anyone else to do so. You may make copies of and distribute output data created or compiled by the System for field use by your personnel for the purposes contemplated herein, routine archival recordkeeping, evidence preservation, and evidentiary purposes.

You shall not, without our express written consent, which may be withheld or conditioned in our sole discretion: (i) modify, adapt, alter, translate, copy, perform or display (publicly or otherwise) or create compilations, derivative, new or other works based, in whole or in part, on the Software, in whole or in part, or the output data created or compiled by the Software and the System; (ii) merge, combine, integrate or bundle the Software, in whole or in part, or the output data created or compiled by the Software and the System, with other software, hardware, devices, systems, technologies, products, services, functions or capabilities; (iii) transfer, distribute, make available to third parties, sell, sublicense, lease, rent, or loan the Software, in whole or in part, or the output data created or compiled by the Software and the System; except for operation on Licensed Computers by other state and federal law enforcement agencies operating in Nassau County; (iv) provide the use of any of the Software or output data in or through any application service provider, service bureau, rental or time-sharing arrangement; (v) disassemble, decompile, or otherwise reverse engineer or attempt to reconstruct, derive, or discover, any source code, underlying ideas, algorithms, formulae, routines, file formats, data structures, programming, routines, interoperability interfaces, drawings, or plans from the Software, or any data or information created, compiled or accessible through the System, in whole or in part; or (vi) remove, modify or obscure any identification or proprietary or restrictive rights markings or notices from the Software or any component thereof. ShotSpotter and its licensors retain all ownership of all intellectual property rights in and to all Software, all computer programs, related documentation, technology, knowhow and methods and processes embodied in or made available to you in connection with the System, including, without limitation, all patent rights, copyrights, trade secret rights, trademarks and service marks. All rights not expressly granted to you herein are

SHOTSPOTTER COMPANY CONFIDENTIAL

Copyright © 2007 ShotSpotter, Inc. All rights reserved.

US Patent Nos. 5,973,998; 6,847,587; 7,139,222, 7,266,045 and other foreign and domestic patents pending.

ShotSpotter Gunshot Location System is a registered trademark of, and ShotSpotter and the ShotSpotter logo are trademarks of ShotSpotter, Inc.

ShotSpotter 2008 Software License Agreement\_NNJ\_03122008

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reserved by ShotSpotter. You shall take all reasonable measures to protect ShotSpotter's intellectual property rights in the System and Software, including providing assistance and measures as are reasonably requested by ShotSpotter from time to time.

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

#### C. Other Restrictions

You acknowledge and agree that the source code and internal structure of the Software, as well as documentation, operations manual and training material, are our confidential property, and trade secrets, the value of which would be destroyed by disclosure to the public. Use by anyone other than you of the Software, documentation, and output data created or compiled by the system, whether or not installed on a Licensed Computer, is prohibited, unless pursuant to a valid assignment under this Agreement. Unless otherwise permitted in the Agreement you may not sell, resell, sublicense, rent, lease, or otherwise transfer the Software, without the express, prior written permission of ShotSpotter, except for operation on Licensed Computers by other state and federal law enforcement agencies operating within Nassau County.

#### D. Maintenance, Support and Upgrades

Extended warranty coverage, maintenance, support and Software upgrades may be obtained from us under our then-current terms and conditions and fees for Annual Support and Maintenance. No maintenance or support services or upgrades are provided under this License, or the limited exclusive warranty herein.

#### E. U.S. Government Rights: Commercial Computer Software, Use Governed By Standard Commercial License

If the Software is being acquired by or on behalf of the U.S. Government or by a U.S. Government prime contractor or subcontractor (at any tier), then the U.S. Government (and any prime contractor or subcontractor at any tier) you hereby acknowledge and agree that the Software are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Accordingly, the U.S. Government's rights in the Software and accompanying documentation shall be strictly in accordance with the rights conferred by the standard commercial terms and conditions set forth in this License. The Software and documentation are copyrighted, and, as to source code, unpublished products of ShotSpotter, Inc., and all rights not granted expressly herein are reserved.

#### F. Export Control

You acknowledge and agree that no part of the Software, ShotSpotter System or any System Component thereof may be transferred, shipped, delivered, received, exported or re-exported, nor may any technical data directly relating to any of the same or the underlying information or technology be disclosed, downloaded, transferred, furnished, or otherwise

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US Patent Nos. 5,973,998; 6,847,587; 7,139,222, 7,266,045 and other foreign and domestic patents pending.

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provided, to, by or through any person, government, country, or to any end-user, or for any end-uses, except in compliance with all applicable U.S. export control laws and regulations. You agree to comply with and are solely responsible for compliance, with all export laws and restrictions and regulations of any United States (U.S.) or foreign government, agency or authority, and agree not to export, re-export or engage in "deemed export," or to transfer or deliver, or to disclose or furnish, to any foreign (non-U.S.) government, foreign (non-U.S.) person or end-user, to any U.S. person or entity, any of the ShotSpotter System, System Components, Software, or any technical data or output data or direct data product thereof, or any service related thereto, in violation of any such restrictions, laws or regulations.

In addition to compliance with the foregoing, and without limiting the generality of the foregoing, you and your supplier shall not disclose, discuss, download, ship, transfer, deliver, furnish, or otherwise export or re-export any such item(s) to or through: (a) any country embargoed or subject to U.S. trade sanctions covering the same, to individuals or entities controlled by such countries, or to nationals or residents of such countries other than nationals who are lawfully admitted permanent residents of countries and are not subject to such sanctions; (b) 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; (c) any person on the U.S. Department of State's List of Debarred Parties; (d) 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 (e) any other end-user or for any end-use prohibited by law or regulation, as any and all of the same may be amended from time to time, or any successor thereto.

You represent and warrant that you have complied, and, at all times during your possession of any part of the ShotSpotter System, System Components, and Software, will comply, with these conditions.

### G. Protection of Confidential Information

See Section 8 of the Agreement to which this Exhibit is attached.

### H. Limited Exclusive Warranty

Subject to the provisions hereof, and provided that you comply with your obligations under the terms and conditions stated herein, for a period of one year (1 year) from the date the system is fully operational and accepted by the County as specified in the Agreement we warrant that the components and installation of the Software will be free of defects in materials and workmanship that materially impair the functioning of the associated ShotSpotter gunshot detection System in substantial conformity with the System specifications in ShotSpotter documentation. During such one (1) year period, we will, without cost to you, replace or repair any Software we determine to be defective as to materials or workmanship.

THIS LIMITED EXCLUSIVE WARRANTY EXCLUDES AND DOES NOT COVER power sources or power wiring, connections, wiring, switches, computer and telecommunications equipment and other facilities used to transmit event data from sensors to the computer on which is installed the Software, or to send event reports to terminal devices in the field (e.g., to officers' mobile computing devices or telephones); nor does it include third party network, power or communications equipment connected to ShotSpotter-supplied equipment, or related software or firmware. THIS LIMITED EXCLUSIVE WARRANTY ALSO EXPRESSLY EXCLUDES and DOES NOT COVER, damage caused by criminal activity, or

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combat conditions, lightning, electrical surge, theft, vandalism, fire, impact, or usage conditions, or any other loss or damage caused by events or circumstances outside our control after installation and/or delivery.

This Limited Exclusive Warranty applies only to Customer or City, and may not be assigned except as permitted in the Agreement. This Limited Exclusive Warranty does not apply to losses or damages to Software that occur in shipment to or from us. Further, this Limited Warranty does not apply and shall not cover any losses or damage to the Software that we determine resulted from defective installation or operation of any ShotSpotter System component or Software by you, or anyone other than ShotSpotter, including any ShotSpotter System reseller or integrator; failure to perform required preventative maintenance of Products such as tuning, level setting, or battery replacement; relocation, removal, disconnection, modification or alteration of the Software or any component of the System; merging, combining, integrating or bundling the Software or any component of the System, in whole or in part, with other software, hardware, devices, systems, technologies, products, services, functions or capabilities without first notifying and obtaining approval from us; operation by anyone other than competent and qualified personnel in accordance with any operating instructions furnished by us; or any use in any manner or for any purpose for which the System is not designed or reasonably suited. Any of the foregoing shall void this Limited Exclusive Warranty.

SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THE LIMITED WARRANTY SET FORTH HEREIN IS THE ONLY WARRANTY MADE TO YOU AND IS PROVIDED IN LIEU OF ANY OTHER

WARRANTIES (IF ANY) CREATED BY ANY DOCUMENTATION OR PACKAGING. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY BY JURISDICTION.

## I. Termination

Termination of this License shall be in accordance with the provisions of the Master Services Agreement to which this is appended, provided that no prior notice and cure period shall be required in the event of breach or violation of ShotSpotter's intellectual property rights.

## J. IP Infringement; Exclusive Remedy

Subject to the terms and conditions hereof, ShotSpotter agrees to defend and indemnify Nassau County from and against losses, suits, damages, liability and expenses (including reasonable attorney and professional fees) arising out of a claim asserted in a lawsuit or action against the County by a third party unrelated to the you, in which such third party asserts a claim that the ShotSpotter System and/or Software, when used in accordance with ShotSpotter's specifications and for the purposes intended, directly infringes any valid and enforceable patent which was issued, or valid and enforceable copyright which was registered, as of the effective date of Customer's Agreement to purchase the ShotSpotter System.

Provided, however, that ShotSpotter shall have the right to choose counsel to defend such suit and/or action, and to control the settlement (including determining the terms and conditions of settlement) and the defense thereof, and that Customer shall provide ShotSpotter with reasonably prompt written notice of any such suit or action, and of any oral, written or other communication or other information or circumstances of which Customer becomes aware that could

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reasonably be expected to lead to such a suit or action (including any and all cease and desist demands or warnings, and offers or invitations to enter license agreements), and shall provide ShotSpotter all reasonable assistance and information in connection with ShotSpotter's investigation and defense of any claim of infringement.

Further provided, however, that this section shall not apply and ShotSpotter shall have no obligation to defend and indemnify Customer to the extent the Customer or unauthorized third party modifies, alters, substitutes, or supplements any of the ShotSpotter System, ShotSpotter System Components 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 supplied by ShotSpotter as part of the ShotSpotter System or approved by ShotSpotter, 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 ShotSpotter System Components or Software are used for or in connection with any purpose, application or function other than detecting and locating gunshots exclusively through acoustic means.

If, in ShotSpotter's opinion, the System, or any ShotSpotter System Component or Software may or is likely to become the subject of such a suit or action, does become the subject of a claim asserted against a Customer in a lawsuit which ShotSpotter is or may be obliged to defend under this section, or is determined to infringe the foregoing patents or copyrights of another in a final, non-appealable judgment subject to ShotSpotter's obligations under this section, then ShotSpotter may in full and final satisfaction of any and all of its obligations under this

section, at its option: (1) procure for Customer the right to continue using the affected component(s) or Software, (2) modify or replace such component(s) or Software to make it or them non-infringing, or (3) refund to the Customer the purchase price paid for the ShotSpotter System, less reasonable depreciation, without further liability to Customer or City, whereupon the Customer shall return the allegedly infringing ShotSpotter System components or Software to ShotSpotter.

THE FOREGOING SECTION STATES THE ENTIRE LIABILITY OF SHOTSPOTTER AND CUSTOMER'S AND CITY'S EXCLUSIVE REMEDY FOR OR RELATING TO INFRINGEMENT OR CLAIMS OR ALLEGATIONS OF INFRINGEMENT OF ANY PATENT, COPYRIGHT, OR OTHER INTELLECTUAL PROPERTY RIGHTS IN OR TO THE SYSTEM, SYSTEM COMPONENTS, AND SOFTWARE. THIS SECTION IS IN LIEU OF AND REPLACES ANY OTHER EXPRESSED, IMPLIED OR STATUTORY WARRANTY AGAINST INFRINGEMENT OF ANY AND ALL INTELLECTUAL PROPERTY RIGHTS.

**K. LIMITED WARRANTIES EXCLUSIVE: DISCLAIMERS—IMPORTANT: READ CAREFULLY**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LIMITED WARRANTIES EXPRESSLY SET FORTH ABOVE ARE EXCLUSIVE, AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY SET FORTH HEREIN, AND NO PRIOR STATEMENTS, REPRESENTATIONS, OR COURSE OF DEALING BY ANY SHOTSPOTTER REPRESENTATIVES SHALL EXPAND OR MODIFY THESE WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE

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LAW, ALL OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF QUALITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE OF ANY SERVICES OR ANY GOODS PROVIDED INCIDENTAL TO THE SERVICES PROVIDED UNDER THIS AGREEMENT ARE HEREBY EXPRESSLY DISCLAIMED AND SUPERSEDED BY THE EXCLUSIVE LIMITED EXPRESS WARRANTY AND DISCLAIMERS SET FORTH HEREIN.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING LIMITATIONS AND DISCLAIMERS, WHILE THE SHOTSPOTTER SYSTEM IS NOT DESIGNED, SOLD, OR INTENDED TO BE USED TO DETECT, INTERCEPT, TRANSMIT OR RECORD ORAL COMMUNICATIONS OF ANY KIND, SHOTSPOTTER CANNOT CONTROL HOW THE SYSTEM AND ITS COMPONENTS ARE USED, AND, ACCORDINGLY, SHOTSPOTTER DOES NOT WARRANT OR REPRESENT, EXPRESSLY OR IMPLICITLY, THAT USE OF THE SHOTSPOTTER SYSTEM WILL COMPLY OR CONFIRM TO THE REQUIREMENTS OF FEDERAL, STATE OR LOCAL STATUTES, ORDINANCES AND LAWS, OR THAT USE OF THE SYSTEM WILL NOT VIOLATE THE PRIVACY RIGHTS OF THIRD PARTIES. YOU SHALL BE SOLELY RESPONSIBLE FOR USING THE SYSTEM IN FULL COMPLIANCE WITH APPLICABLE LAW AND THE RIGHTS OF THIRD PARTIES..

FURTHER, REGARDLESS OF ANY PRIOR STATEMENTS, REPRESENTATIONS, OR COURSE OF DEALINGS BY ANY SHOTSPOTTER REPRESENTATIVES, WE DO NOT WARRANT OR REPRESENT, EXPRESSLY OR IMPLICITLY, THAT THE USE OF THE SHOTSPOTTER SYSTEM WILL RESULT IN THE PREVENTION OF

CRIME OR HOSTILE ENEMY ACTION, APPREHENSION OR CONVICTION OF ANY PERPETRATOR OF ANY CRIME, MILITARY PROSECUTION OF ANY ENEMY FORCE, OR DETECTION OR NEUTRALIZATION OF ANY COMBATANT OR THREAT, NOR DO WE WARRANT OR REPRESENT THAT THE SYSTEM WILL PREVENT ANY LOSS, DEATH, INJURY, OR DAMAGE TO PROPERTY DUE TO THE DISCHARGE OF A FIREARM OR OTHER WEAPON, OR THAT THE SHOTSPOTTER SYSTEM WILL IN ALL CASES DETECT AND PLOT THE LOCATION OF ALL FIREARM DISCHARGES WITHIN THE DESIGNATED COVERAGE AREA, OR THAT THE SHOTSPOTTER SYSTEM WILL IN ALL CASES TRACK THE LOCATION OF FRIENDLY FORCES OR SHOTSPOTTER SENSORS, OR THAT THE SHOTSPOTTER SUPPLIED NETWORK WILL REMAIN IN OPERATION AT ALL TIMES OR UNDER ALL CONDITIONS AND ALL WARRANTIES, EXPRESS OR IMPLIED, OF FITNESS FOR HIGH RISK PURPOSES REQUIRING FAIL-SAFE PERFORMANCE ARE HEREBY EXPRESSLY DISCLAIMED.

YOU AND WE EACH ACKNOWLEDGE AND AGREE THAT THE SHOTSPOTTER SYSTEM IS NOT A CONSUMER GOOD, AND IS NOT INTENDED FOR SALE TO OR USE BY OR FOR PERSONAL, FAMILY OR HOUSEHOLD USE. YOU WARRANT AND REPRESENT THAT YOU AND EACH USER OF THE SYSTEM ARE AND WILL BE GOVERNMENTAL, MILITARY, LAW ENFORCEMENT OR PUBLIC SAFETY AGENCIES. YOU ALSO ACKNOWLEDGE AND AGREE THAT YOUR AGENCY HAS ESTABLISHED SPECIFICATIONS FOR GOODS AND SERVICES OF THIS NATURE, AND THAT YOU HAVE, AFTER DUE DILIGENCE, DETERMINED THAT THE SHOTSPOTTER SYSTEM MEETS IN ALL MATERIAL RESPECTS YOUR AGENCY'S SPECIFICATIONS, AND THAT YOU ARE AWARE OF THE

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SYSTEM'S INTENDED USES AND  
LIMITATIONS.

L. LIMITATIONS ON LIABILITY

IN NO EVENT SHALL EITHER PARTY OR ANY OF ITS RESPECTIVE DIRECTORS, OFFICERS, MEMBERS, ATTORNEYS, AGENTS, INSTALLERS, OR SUBCONTRACTORS BE LIABLE UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY, OR OTHER LEGAL THEORY FOR LOST PROFITS, LOST REVENUES, LOST BUSINESS OPPORTUNITIES, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER ANY PARTY OR ENTITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, SHOTSPOTTER'S CUMULATIVE LIABILITY FOR FOR ALL LOSSES, CLAIMS, SUITS, CONTROVERSIES, BREACHES OR DAMAGES FOR ANY CAUSE WHATSOEVER (INCLUDING BUT NOT LIMITED TO THOSE ARISING OF OR RELATED TO THIS AGREEMENT) AND REGARDLESS OF THE FORM OF ACTION OR LEGAL THEORY SHALL NOT EXCEED THE AMOUNT OF INSURANCE AVAILABLE TO COVER THE LOSS

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## APPENDIX C

### SHOTSPOTTER MAINTENANCE AND SUPPORT AGREEMENT

This Maintenance and Support Agreement ("Agreement") is made and entered into effective as of \_\_\_\_\_, by and between ShotSpotter, Inc., a corporation having a place of business at 1060 Terra Bella Drive, Mountain View CA 94043 ("ShotSpotter," "we" or "us"), and Nassau County, a municipal corporation, having a place of business at 1550 Franklin Avenue, Mineola, NY 11501 ("County," "Customer" or "you").

**WHEREAS:** Customer has purchased a ShotSpotter Gunshot Detection and Location System, which includes certain software, hardware, and wireless networking components ("System") under the terms of a Service Agreement of which this Agreement is a part; and

**WHEREAS:** Customer wishes to engage ShotSpotter to provide certain maintenance and support services beyond the standard warranty terms and conditions applicable to the initial System purchase.

**NOW, THEREFORE,** Customer and ShotSpotter agree to the following terms and conditions:

#### **1. TERM, RENEWAL, AND FEES**

**A. Term and Commencement** The initial term of this Agreement will be for the three (3) year period commencing at the expiration of the one year initial limited warranty term set forth in the Master Services Agreement to which this Agreement is appended, and ending on the third year anniversary of the expiration of the initial term, provided that, the full amount of the fee specified in the Service Agreement has been paid. Receipt of payment constitutes acceptance of this Agreement.

**B. Renewal** The term may be renewed for five (5) successive periods of one (1) year each, and continuous warranty and support coverage shall be available, in accordance with the following procedures. Unless notice of non-renewal is given as provided herein, at least one hundred twenty (120) days prior to the expiration of the renewal term then in effect, ShotSpotter may offer renewal by sending Customer an invoice for the extended warranty fee then in effect, together with a statement of any changes to the terms and conditions of this Agreement, services, and service levels then in effect which will apply to the next renewal term. Customer may decline the renewal offer by sending ShotSpotter written notice of its intention not to renew, which notice must be received by ShotSpotter prior to the expiration of the term then in effect. If no such notice of nonrenewal is timely received, then ShotSpotter's renewal offer will be deemed accepted, and the term shall be renewed for another year. Customer acknowledges that ShotSpotter's renewal fees for the five (5) successive renewal terms contemplated herein are set forth in the Agreement to which this is appended, and that terms and conditions of this Agreement, and service levels hereunder, are subject to change from time to time, and that such fees, terms and conditions, and service levels may vary from those applicable to this Agreement in successive renewal terms.

**C. Initial Term Fees** The fees for the initial three year term are set forth in the Service Agreement to which this is appended.

#### **2. SERVICES AND SERVICE LEVELS**

During the term hereof, ShotSpotter agrees to provide the following services:

**A. Telephone Support** ShotSpotter shall make available by telephone a support specialist Monday through Friday, other than federal holidays, during the hours of 8:00 a.m. to 5:00 pm Pacific



Time. Voice mail messages may be left on other days and times, or if the support line is busy, and ShotSpotter shall return the messages on the next business day after they are received if received after hours, or on weekends and holidays, and within 4 hours the same day if received during business hours on weekdays other than holidays.

The telephone support specialist shall be responsible for receiving Customer reports of failures, errors or defects in System Components supplied by ShotSpotter, accessing the Customer's System remotely via Virtual Private Network, and, to the extent practicable over the telephone, making commercially-reasonable efforts to assist the Customer in resolving the Customer's reported problems. In the event the problem cannot be resolved telephonically, then ShotSpotter will use commercially-reasonable efforts to respond with a diagnosis of the problem within 24 hours of receipt of the report, and to restore functionality of the System to System specifications within 48 hours of receipt of the report.

ShotSpotter shall provide email access to support from 8:00am to 11:00 am Eastern Time.

**B. Support and Maintenance:** During the term hereof, ShotSpotter warrants that the components of the ShotSpotter System Components and Software (as defined below) will be free of defects in materials and workmanship that materially impair the functioning of the System in substantial conformity with the System description in the ShotSpotter General Terms and Conditions supplied with the System. During the term, we will, without cost to you for such services or parts, replace or repair any component of the System determined to be defective as to materials or workmanship.

The ShotSpotter System Components covered by this agreement may consist of and include: (i) static or portable acoustic sensors; weather-resistant enclosures for sensors; mobile display devices; central computer servers, ruggedized "base station" laptop computers and associated network and radio base station hardware; radio subscriber units and related antennas; the network bridge, switch or mesh node supplied as part of the ShotSpotter System's communications infrastructure; mounting, safety and grounding hardware provided for use with sensor installation or base station hardware; and documentation concerning the use and operation of the ShotSpotter System (collectively, the "ShotSpotter System Components").

The Software covered under this agreement consists exclusively of: (i) object-code versions of (a) the firmware embedded in each ShotSpotter static or portable acoustic sensor and Mobile display device purchased by you (if any); (b) ShotSpotter Location Server software; ShotSpotter Notification Engine software; ShotSpotter Console software, installed and operated locally on computers and devices supplied by ShotSpotter for your use by on and in connection with a ShotSpotter System, subject to the terms and conditions of the ShotSpotter Software License Agreement ("License") between you and us; and (ii) software documentation and operations manuals supplied with the foregoing software. (collectively, "Software").

Such ShotSpotter System Components and Software DO NOT INCLUDE (AND THIS LIMITED EXTENDED WARRANTY DOES NOT COVER): installation, engineering, acceptance, testing, or integration services; any hardware, computer, equipment or software not actually supplied by ShotSpotter for your use in connection with a ShotSpotter System; power sources or power wiring, connections, wiring, switches, computer and telecommunications equipment and other facilities used to transmit event data from sensors to the computer on which is installed the Software, or to send event reports to terminal devices in the field (e.g., to officers' mobile computing devices or telephones); nor does it include third party network, power or communications equipment connected to ShotSpotter-supplied equipment, or related software or firmware.

THIS LIMITED EXCLUSIVE WARRANTY ALSO EXPRESSLY EXCLUDES and DOES NOT COVER, damage caused by criminal activity, or combat conditions, lightning, electrical surge, theft, vandalism, fire, impact, usage conditions, or any other loss or damage caused by events or circumstances outside our control after installation and/or delivery

Further, ShotSpotter shall have no obligations under this limited extended warranty to the extent that any defect or malfunction 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 supplied or approved by ShotSpotter as part of the ShotSpotter System, nor shall it apply to the extent that any defect or malfunction relates to meeting or conforming to any instruction, design, direction or specification furnished by the Customer, nor to the extent that the ShotSpotter System Components or Software are used for or in connection with any purpose, application or function other than detecting and locating gunshots exclusively through acoustic means.

In fulfillment of this warranty, we reserve the rights to either repair or replace, at our sole discretion, any defective ShotSpotter System Component, to substitute components of equal or greater quality and functionality at the time of replacement or repair, and to use reconditioned components.

Any services outside the scope of this extended warranty shall be performed by ShotSpotter pursuant to the following rates: \$200 per hour, and shall be ordered by Customer pursuant to a duly-authorized invoice or purchase order. \*

**C. Software Update and Upgrades** Provided and on condition that the System hardware, networking technology and software, as installed, were in ShotSpotter's standard configuration, and have not been modified or customized after installation other than by ShotSpotter, then ShotSpotter will provide to the Customer updates and upgrades to the Customer's standard Software, if any, which ShotSpotter makes generally available to other customers purchasing support and maintenance for the particular System purchased by Customer, together with installation instructions. Such updates and upgrades may (but not necessarily shall) include new versions, new functionality and features, security enhancements, and bug fixes. Such Software updates and upgrades shall not include any customization or non-standard enhancements, or third party operating system, database and other third party software.

Customer's rights to install and use System Software updates and upgrades are limited, and shall be strictly in accordance with the ShotSpotter System Software License supplied with the System (which is an essential part of this Agreement). Any and all rights not granted expressly in such License are hereby reserved. For the terms and conditions of your limited license to Software and documentation, and updates and upgrades, supplied under this Agreement please refer to that document, which is incorporated by reference into this Agreement.

**D. Training** ShotSpotter, at the specific request of the Customer, will provide two (2) onsite training events per year (if then current year's Agreement is current) for up to one week, provided that Customer agrees to pay ShotSpotter's training personnel's travel expenses for the second event. Training shall consist of, but not be limited to, retraining existing certified operators and new operators of the system including Dispatch, Patrol, Forensics and Crime Analysts. \*

**E. Expert Witness Services** ShotSpotter, at the specific request of the Customer, will provide qualified individual(s) for the purposes of expert witness testimony for any incident which the ShotSpotter System locates an incident and the incident information is deemed by the Customer to be valuable to the Customer's prosecutorial requirements. ShotSpotter requires at least three week notice of such a requirement in writing from the Customer. Customer must include dates, times, specific locations and a point of contact for ShotSpotter personnel. Customer agrees to reimburse ShotSpotter within thirty (30) days after the date of ShotSpotter's invoice up to \$200 per day for lodging and \$50 per day for meals, not to exceed \$250 per person per day. This benefit shall only be available to Customer if Customer is fully current with their maintenance payments, and if Customer is not current with their maintenance payments, then Customer may become current under the terms and conditions set forth herein. In the case that Customer is not current with their maintenance payments, then an expert witness shall NOT be assigned until Customer becomes current with their maintenance.

F. Forensic Reports ShotSpotter, at the specific request of the Customer, will provide a total of eight (8) detailed incident reports for any incident which the ShotSpotter System stores incident information if such information is deemed by the Customer to be valuable to the Customer's prosecutorial requirements. Such reports must be requested 72 hours in advance in writing to the assigned ShotSpotter project manager. Customer should expect delivery of these reports within 3 business days after receipt of the request. Additional reports are available within 72 hours of the receipt of an approved purchase order in the amount of \$600 (Six Hundred Dollars) per additional report. This benefit shall only be available to Customer if Customer is fully current with their maintenance payments, and if Customer is not current with their maintenance payments, then Customer may become current under the terms and conditions set forth herein. In the case that Customer is not current with their maintenance payments, then forensic reports shall NOT be generated nor provided to Customer until Customer becomes current with their maintenance.

### 3. CUSTOMER'S OBLIGATIONS

Customer agrees to perform, and ShotSpotter's obligations to provide the foregoing support and maintenance services are conditioned and dependent upon the Customer's timely and strict performance of, the following obligations:

A. Customer shall pay ShotSpotter pursuant to the payment terms set forth in Section 3 of the Master Agreement all sums due under the Agreement as and when they are due.

B. To the extent that any System components are to be installed or used in premises or locations not owned by Customer, Customer is solely responsible for obtaining (at its sole expense) any permissions, permits, licenses, or leases necessary for ShotSpotter to access, remove, repair, replace or install such component on such premises and/or locations. Customer is also solely responsible for obtaining permission for continuing access to such locations and premises by ShotSpotter personnel and contractors, for so long as the components remain in such location.

C. Any demolition, restoration, or alteration of property required for repair, removal, replacement, or installation of ShotSpotter equipment will not be covered by the extended warranty, and will be done at your sole risk and expense, at ShotSpotter's then prevailing terms and labor rates for such work, if done by ShotSpotter personnel or contractors. Customer is also solely responsible for obtaining (at its sole expense) all legally required governmental permits and/or licenses for all support, maintenance, and warranty work on the System and all components thereof.

D. Customer shall not alter, modify, repair, augment, enhance, replace, substitute, disconnect, use in connection with any third party product, or relocate, or allow any alteration, modification, repair, augmentation, enhancement, replacement, substitution, modification, disconnection, deinstallation, integration, bundling, combination, use in connection with third party products, or relocation of any component of the System, without ShotSpotter's prior written consent. Only ShotSpotter personnel or contractors may alter, modify, repair, augment, enhance, replace, substitute, disconnect, deinstall, or use in connection with third party products, System components and software.

E. If a component or System appears to be defective, Customer must inform ShotSpotter or its authorized Integrator as soon as reasonably possible.

F. Customer is responsible for safeguarding and insuring System equipment and software from and against loss, damage or theft. Customer should notify ShotSpotter immediately regarding any damage to or loss of equipment or damage to software, but losses or damage due to theft, vandalism or criminal acts are not covered under the extended warranty.

G. Customer, in the event that a Metro (fixed) System is purchased, shall afford ShotSpotter secure (i.e. Virtual Private Network) access from your ShotSpotter System to ShotSpotter's server over Customer's existing Internet connection or over a dedicated link, at Customer's sole cost and expense. Customer shall use best efforts to ensure that this access is up at all times, (24 x7 x 365), for the purposes of ShotSpotter's monitoring and supporting the System. Customer may also, from

time to time and with prior coordination with ShotSpotter, be required to provide the same connection on a temporary basis to the RDS base computer for the purposes of updating or maintaining the software

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

I. ShotSpotter or its representatives may, at reasonable times and upon reasonable notice with your permission, enter Customer's premises for purposes of inspecting, examining or repairing the System. As to components installed on the property of others, Customer shall use its best efforts to obtain permission for ShotSpotter and its representatives to enter onto such property at any time for such purposes. ShotSpotter shall not be responsible for any delays or failures to inspect, examine and/or repair caused by its inability to gain entry to property for such purposes for any reason.

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

#### **4. IP INFRINGEMENT; EXCLUSIVE REMEDY**

Subject to the terms and conditions hereof, ShotSpotter agrees to defend and indemnify Customer and or City from and against losses, suits, damages, liability and expenses (including reasonable attorney and professional fees) arising out of a claim asserted in a lawsuit or action against the Customer or City by a third party unrelated to the Customer, in which such third party asserts a claim that the ShotSpotter System and/or Software, when used in accordance with ShotSpotter's specifications and for the purposes intended, directly infringes any valid and enforceable patent which was issued, or valid and enforceable copyright which was registered, as of the effective date of Customer's agreement to purchase the ShotSpotter System.

Provided, however, that ShotSpotter shall have the right to choose counsel to defend such suit and/or action, and to control the settlement (including determining the terms and conditions of settlement) and the defense thereof, and that Customer shall provide ShotSpotter with reasonably prompt written notice of any such suit or action, and of any oral, written or other communication or other information or circumstances of which Customer becomes aware that could reasonably be expected to lead to such a suit or action (including any and all cease and desist demands or warnings, and offers or invitations to enter license agreements), and shall provide ShotSpotter all reasonable assistance and information in connection with ShotSpotter's investigation and defense of any claim of infringement.

Further provided, however, that this section shall not apply and ShotSpotter shall have no obligation to defend and indemnify Customer to the extent the Customer or unauthorized third party modifies, alters, substitutes, or supplements any of the ShotSpotter System, ShotSpotter System Components 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 supplied by ShotSpotter as part of the ShotSpotter System or approved by ShotSpotter, 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 ShotSpotter System Components or Software are used for or in connection with any purpose, application or function other than detecting and locating gunshots exclusively through acoustic means.

If, in ShotSpotter's opinion, the System, or any ShotSpotter System Component or Software may, or is likely to become the subject of such a suit or action, does become the subject of a claim asserted against a Customer in a lawsuit which ShotSpotter is or may be obliged to defend under this section, or is determined to infringe the foregoing patents or copyrights of another in a final, non-

appealable judgment subject to ShotSpotter's obligations under this section, then ShotSpotter may in full and final satisfaction of any and all of its obligations under this section, at its option: (1) procure for Customer the right to continue using the affected component(s) or Software, (2) modify or replace such component(s) or Software to make it or them non-infringing, or (3) refund to the Customer the purchase price paid for the ShotSpotter System, less reasonable depreciation, without further liability to Customer and or City, whereupon the Customer shall return the allegedly infringing ShotSpotter System components or Software to ShotSpotter.

THE FOREGOING SECTION STATES THE ENTIRE LIABILITY OF SHOTSPOTTER AND CUSTOMER'S AND CITY'S EXCLUSIVE REMEDY FOR OR RELATING TO INFRINGEMENT OR CLAIMS OR ALLEGATIONS OF INFRINGEMENT OF ANY PATENT, COPYRIGHT, OR OTHER INTELLECTUAL PROPERTY RIGHTS IN OR TO THE SYSTEM, SYSTEM COMPONENTS, AND SOFTWARE. THIS SECTION IS IN LIEU OF AND REPLACES ANY OTHER EXPRESSED, IMPLIED OR STATUTORY WARRANTY AGAINST INFRINGEMENT OF ANY AND ALL INTELLECTUAL PROPERTY RIGHTS.

5. LIMITED WARRANTIES EXCLUSIVE; DISCLAIMERS— IMPORTANT: READ CAREFULLY — TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LIMITED WARRANTIES EXPRESSLY SET FORTH ABOVE ARE EXCLUSIVE, AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY SET FORTH HEREIN, AND NO PRIOR STATEMENTS, REPRESENTATIONS, OR COURSE OF DEALING BY ANY SHOTSPOTTER REPRESENTATIVES SHALL EXPAND OR MODIFY THESE WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF QUALITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE OF ANY SERVICES OR ANY GOODS PROVIDED INCIDENTAL TO THE SERVICES PROVIDED UNDER THIS AGREEMENT ARE HEREBY EXPRESSLY DISCLAIMED AND SUPERSEDED BY THE EXCLUSIVE LIMITED EXPRESS WARRANTY AND DISCLAIMERS SET FORTH HEREIN.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING LIMITATIONS AND DISCLAIMERS, WHILE THE SHOTSPOTTER SYSTEM IS NOT DESIGNED, SOLD, OR INTENDED TO BE USED TO DETECT, INTERCEPT, TRANSMIT OR RECORD ORAL COMMUNICATIONS OF ANY KIND, SHOTSPOTTER CANNOT CONTROL HOW THE SYSTEM AND ITS COMPONENTS ARE USED, AND, ACCORDINGLY, SHOTSPOTTER DOES NOT WARRANT OR REPRESENT, EXPRESSLY OR IMPLICITLY, THAT USE OF THE SHOTSPOTTER SYSTEM WILL COMPLY OR CONFIRM TO THE REQUIREMENTS OF FEDERAL, STATE OR LOCAL STATUTES, ORDINANCES AND LAWS, OR THAT USE OF THE SYSTEM WILL NOT VIOLATE THE PRIVACY RIGHTS OF THIRD PARTIES. YOU SHALL.

FURTHER, REGARDLESS OF ANY PRIOR STATEMENTS, REPRESENTATIONS, OR COURSE OF DEALINGS BY ANY SHOTSPOTTER REPRESENTATIVES, WE DO NOT WARRANT OR REPRESENT, EXPRESSLY OR IMPLICITLY, THAT THE USE OF THE SHOTSPOTTER SYSTEM WILL RESULT IN THE PREVENTION OF CRIME OR HOSTILE ENEMY ACTION, APPREHENSION OR CONVICTION OF ANY PERPETRATOR OF ANY CRIME, MILITARY PROSECUTION OF ANY ENEMY FORCE, OR DETECTION OR NEUTRALIZATION OF ANY COMBATANT OR THREAT, NOR DO WE WARRANT OR REPRESENT THAT THE SYSTEM WILL PREVENT ANY LOSS, DEATH, INJURY, OR DAMAGE TO PROPERTY DUE TO THE DISCHARGE OF A FIREARM OR OTHER WEAPON, OR THAT THE SHOTSPOTTER SYSTEM WILL IN ALL CASES DETECT AND PLOT THE LOCATION OF ALL FIREARM DISCHARGES WITHIN THE DESIGNATED COVERAGE AREA, OR THAT THE SHOTSPOTTER SYSTEM WILL IN ALL CASES TRACK THE LOCATION OF FRIENDLY FORCES OR SHOTSPOTTER SENSORS, OR THAT THE SHOTSPOTTER SUPPLIED NETWORK WILL REMAIN IN OPERATION AT ALL TIMES OR UNDER ALL CONDITIONS. ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, OF FITNESS FOR HIGH RISK PURPOSES REQUIRING FAIL-SAFE PERFORMANCE ARE HEREBY EXPRESSLY DISCLAIMED.

YOU AND WE EACH ACKNOWLEDGE AND AGREE THAT THE SHOTSPOTTER SYSTEM IS NOT A CONSUMER GOOD, AND IS NOT INTENDED FOR SALE TO OR USE BY OR FOR PERSONAL, FAMILY OR HOUSEHOLD USE. YOU WARRANT AND REPRESENT THAT YOU AND EACH USER OF THE SYSTEM ARE AND WILL BE GOVERNMENTAL, MILITARY, LAW ENFORCEMENT OR PUBLIC SAFETY AGENCIES. YOU ALSO ACKNOWLEDGE AND AGREE THAT YOUR AGENCY HAS ESTABLISHED SPECIFICATIONS FOR GOODS AND SERVICES OF THIS NATURE, AND THAT YOU HAVE, AFTER DUE DILIGENCE, DETERMINED THAT THE SHOTSPOTTER SYSTEM MEETS IN ALL MATERIAL RESPECTS YOUR AGENCY'S SPECIFICATIONS, AND THAT YOU ARE AWARE OF THE SYSTEM'S INTENDED USES AND LIMITATIONS.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING LIMITATIONS AND DISCLAIMERS, WHILE THE SHOTSPOTTER SYSTEM IS NOT DESIGNED, SOLD, OR INTENDED TO BE USED TO DETECT, INTERCEPT, TRANSMIT OR RECORD ORAL COMMUNICATIONS OF ANY KIND, SHOTSPOTTER CANNOT CONTROL HOW THE SYSTEM AND ITS COMPONENTS ARE USED, AND ACCORDINGLY, SHOTSPOTTER DOES NOT WARRANT OR REPRESENT, EXPRESSLY OR IMPLICITLY, THAT USE OF THE SHOTSPOTTER SYSTEM WILL COMPLY OR CONFIRM TO THE REQUIREMENTS OF FEDERAL, STATE OR LOCAL STATUTES, ORDINANCES AND LAWS, OR THAT USE OF THE SYSTEM WILL NOT VIOLATE THE PRIVACY RIGHTS OF THIRD PARTIES. YOU SHALL BE SOLELY RESPONSIBLE FOR USING THE SYSTEM IN FULL COMPLIANCE WITH APPLICABLE LAW

FURTHER, REGARDLESS OF ANY PRIOR STATEMENTS, REPRESENTATIONS, OR COURSE OF DEALINGS BY ANY SHOTSPOTTER REPRESENTATIVES, WE DO NOT WARRANT OR REPRESENT, EXPRESSLY OR IMPLICITLY, THAT THE USE OF THE SHOTSPOTTER SYSTEM WILL RESULT IN THE PREVENTION OF CRIME OR HOSTILE ENEMY ACTION, APPREHENSION OR CONVICTION OF ANY PERPETRATOR OF ANY CRIME, MILITARY PROSECUTION OF ANY ENEMY FORCE, OR DETECTION OR NEUTRALIZATION OF ANY COMBATANT OR THREAT, NOR DO WE WARRANT OR REPRESENT THAT THE SYSTEM WILL PREVENT ANY LOSS, DEATH, INJURY, OR DAMAGE TO PROPERTY DUE TO THE DISCHARGE OF A FIREARM OR OTHER WEAPON, OR THAT THE SHOTSPOTTER SYSTEM WILL IN ALL CASES DETECT AND PLOT THE LOCATION OF ALL FIREARM DISCHARGES WITHIN THE DESIGNATED COVERAGE AREA, OR THAT THE SHOTSPOTTER SYSTEM WILL IN ALL CASES TRACK THE LOCATION OF FRIENDLY FORCES OR SHOTSPOTTER SENSORS, OR THAT THE SHOTSPOTTER SUPPLIED NETWORK WILL REMAIN IN OPERATION AT ALL TIMES OR UNDER ALL CONDITIONS. ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, OF FITNESS FOR HIGH RISK PURPOSES REQUIRING FAIL-SAFE PERFORMANCE ARE HEREBY EXPRESSLY DISCLAIMED.

YOU AND WE EACH ACKNOWLEDGE AND AGREE THAT THE SHOTSPOTTER SYSTEM IS NOT A CONSUMER GOOD, AND IS NOT INTENDED FOR SALE TO OR USE BY OR FOR PERSONAL, FAMILY OR HOUSEHOLD USE. YOU WARRANT AND REPRESENT THAT YOU AND EACH USER OF THE SYSTEM ARE AND WILL BE GOVERNMENTAL, MILITARY, LAW ENFORCEMENT OR PUBLIC SAFETY AGENCIES. YOU ALSO ACKNOWLEDGE AND AGREE THAT YOUR AGENCY HAS ESTABLISHED SPECIFICATIONS FOR GOODS AND SERVICES OF THIS NATURE, AND THAT YOU HAVE, AFTER DUE DILIGENCE, DETERMINED THAT THE SHOTSPOTTER SYSTEM MEETS IN ALL MATERIAL RESPECTS YOUR AGENCY'S SPECIFICATIONS, AND THAT YOU ARE AWARE OF THE SYSTEM'S INTENDED USES AND LIMITATIONS.

6. TERMINATION Termination shall be in accordance with the Master Services Agreement to which this agreement is appended.

7. PROTECTION OF CONFIDENTIAL INFORMATION. See Section 8 of the Master Services Agreement to which this is appended.

8. NOTICES Any notice or other communication required or permitted to be given under this Agreement shall be in writing at such party's address or number or at such party's last known address

or number. The parties' addresses may be changed by written notice to the other party as provided herein.

**9. FORCE MAJEURE.** In no event shall either party be liable for any delay or default in its performance of any obligation under this or any other agreement caused directly or indirectly by an act or omission of the other party or intended third party beneficiary, or persons acting under direction and/or control of such other party or intended third party beneficiary, 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 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 the first party's reasonable control. Any of the foregoing causes shall be deemed to suspend such obligations of a party so long as any such cause shall prevent or delay performance.

#### **11. LIMITATIONS ON LIABILITY**

IN NO EVENT SHALL EITHER PARTY OR ANY OF ITS RESPECTIVE DIRECTORS, OFFICERS, MEMBERS, ATTORNEYS, AGENTS, INSTALLERS, OR SUBCONTRACTORS BE LIABLE UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY, OR OTHER LEGAL THEORY FOR LOST PROFITS, LOST REVENUES, LOST BUSINESS OPPORTUNITIES, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER ANY PARTY OR ENTITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, SHOTSPOTTER'S CUMULATIVE LIABILITY FOR ALL LOSSES, CLAIMS, SUITS, CONTROVERSIES, BREACHES OR DAMAGES FOR ANY CAUSE WHATSOEVER (INCLUDING BUT NOT LIMITED TO THOSE ARISING OF OR RELATED TO THIS AGREEMENT) AND REGARDLESS OF THE FORM OF ACTION OR LEGAL THEORY SHALL NOT EXCEED THE AMOUNT OF INSURANCE AVAILABLE TO COVER THE LOSS.

EXHIBIT EE

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Shot Spotter, Inc.  
Business address 1060 Terra Bella Ave.  
City/state/zip Mountain View, CA 94043  
Telephone 408-329-9200  
Other present address(es) N/A  
City/state/zip 1  
Telephone 1  
List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)  
President 2/25/05 Treasurer    /   /     
Chairman of Board 1/1/04 Shareholder    /   /     
Chief Exec. Officer 1/1/04 Secretary    /   /     
Chief Financial Officer    /   /    Partner    /   /     
Vice President    /   /       /   /     
(Other)
3. Do you have an equity interest in the business submitting the questionnaire?  
NO     YES ✓ If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?  
NO ✓ YES     If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO     YES ✓; If Yes, provide details. See attached.



## EXHIBIT EE

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO ☒ YES \_\_\_\_ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.  
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? NO ☒ YES \_\_\_\_ If Yes, provide details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO ☒ YES \_\_\_\_ If Yes, provide details for each such instance.
  - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO ☒ YES \_\_\_\_ If Yes, provide details for each such instance.
  - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO ☒ YES \_\_\_\_ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? NO ☒ YES \_\_\_\_ If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? NO ☒ YES \_\_\_\_ If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? NO ☒ YES \_\_\_\_ If Yes, provide details for each such charge.
  - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related

EXHIBIT EE

to the conduct of business? NO ☒ YES \_\_\_\_ If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO ☒ YES \_\_\_\_ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO ☒ YES \_\_\_\_ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO ☒ YES \_\_\_\_ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO ☒ YES \_\_\_\_ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO ☒ YES \_\_\_\_ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO ☒ YES \_\_\_\_ If Yes, provide details for each such year.

EXHIBIT EE

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, James G. Beldock, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this      day of      2008.

\_\_\_\_\_  
Notary Public

ShotSpotter, Inc.  
Name of submitting business

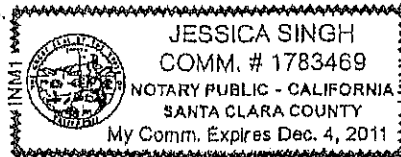
James G. Beldock  
Print name

[Signature]  
Signature

President & CEO  
Title

4 / 9 / 2008  
Date

State of California, County of Santa Clara  
Subscribed and sworn to (or affirmed) before me  
on this 9th day of April, 2008.  
by James G. Beldock  
I have proved to me on the basis of satisfactory evidence  
that the person(s) who appeared before me.  
James Singh



PRINCIPAL QUESTIONNAIRE FORM, Question 5.

Cogito Software, Inc.	President, CEO and Director	1996 to present
AGB2, LLC	Managing Director	2001 to 2007
Campbell Far-East Holdings	President and Director	2002 to present

## EXHIBIT EE

### Appendix L

#### Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

James G. Beldock (Name)

1060 Terra Bella Ave., Mountain View, CA 94043 (Address)

408-329-9200 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor
3. In the past five years, Contractor \_\_\_\_\_ has ☒ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

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EXHIBIT EE

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action \_\_\_\_\_ has ☒ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

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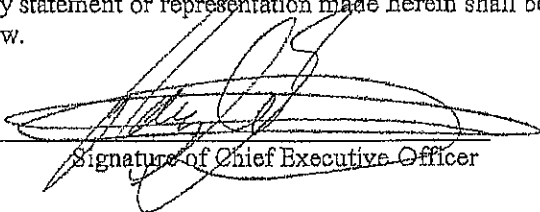
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5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

April 9, 2008  
Dated

  
Signature of Chief Executive Officer

James G. Beldock  
Name of Chief Executive Officer

Sworn to before me this

\_\_\_\_ day of \_\_\_\_\_, 2008.

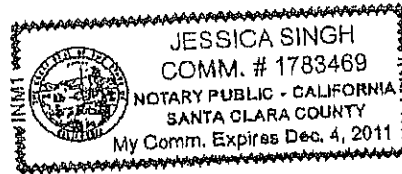
See attached  
Notary Public

State of California )  
County of Santa Clara )

## CALIFORNIA JURAT

Subscribed and sworn to (or affirmed) before me on this 9<sup>th</sup> day  
of April, 20 08, by - James G. Beldock -

proved to me on the basis of satisfactory evidence to be the person(s)  
who appeared before me.



Signature Jessica Singh

Seal

### OPTIONAL INFORMATION

*Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this jurat to an unauthorized document and may prove useful to persons relying on the attached document.*

#### Description of Attached Document

This certificate is attached to a document titled/for the purpose of

Certificate of Compliance

containing \_\_\_\_\_ pages, and dated \_\_\_\_\_.

#### Additional Information

##### Method of Affiant Identification

Proved to me on the basis of satisfactory evidence:  
☒ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # \_\_\_\_\_ Entry # \_\_\_\_\_

Notary contact: \_\_\_\_\_

Other

☐ Affiant(s) Thumbprint(s) ☐ Describe: \_\_\_\_\_

### Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 4/9/08

1) Proposer's Legal Name: Shot Spotter, Inc.

2) Address of Place of Business: 1060 Terra Bella Ave.

List all other business addresses used within last five years:

See attached.

3) Mailing Address (if different): N/A

Phone: 408-329-9200

Does the business own or rent its facilities? rent

4) Dun and Bradstreet number: 88-472-8650

5) The proposer is a (check one): ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ Other (Describe) \_\_\_\_\_

6) Does this business share office space, staff, or equipment expenses with any other business?  
Yes ☐ No ☒ If Yes, please provide details: \_\_\_\_\_

7) Does this business control one or more other businesses? Yes ☐ No ☒ If Yes, please provide details: \_\_\_\_\_

8) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ☐ No ☒ If Yes, provide details: \_\_\_\_\_



- 9) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ☐ No ☒ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). \_\_\_\_\_
- 10) Has the proposer, during the past seven years, been declared bankrupt? Yes ☐ No ☒ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets \_\_\_\_\_
- 11) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ☐ No ☒ If Yes, provide details for each such investigation. \_\_\_\_\_
- 12) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ☐ No ☒ If Yes, provide details for each such investigation. \_\_\_\_\_
- 13) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
- a) Any felony charge pending? No ☒ Yes ☐ If Yes, provide details for each such charge. \_\_\_\_\_
- b) Any misdemeanor charge pending? No ☒ Yes ☐ If Yes, provide details for each such charge. \_\_\_\_\_
- c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No ☒ Yes ☐ If Yes, provide details for each such conviction \_\_\_\_\_

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?  
No ☒ Yes ☐ If Yes, provide details for each such conviction. \_\_\_\_\_

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No ☒ Yes ☐ If Yes, provide details for each such occurrence. \_\_\_\_\_

14) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No ☒ Yes ☐; If Yes, provide details for each such instance. \_\_\_\_\_

15) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No ☒ Yes ☐ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. \_\_\_\_\_

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

16) Conflict of Interest:

a) Please disclose:

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting as a contractor on behalf of Nassau County. *None.*

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting as contractor on behalf of Nassau County. *None.*

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting as a contractor on behalf of Nassau County. *None.*

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

*The Code of Business Ethics and Conduct included in our Employee Handbook includes discussions on conflicts of interest. Our employees may not engage in activities that are, or may be construed, as a conflict of interest.*

List of all business addresses used within last 5 years:

Current: 1060 Terra Bella Ave.  
Mountain View, CA 94043

Previous: 3515 and 3529 Ryder Street  
Santa Clara, CA 95051

809B Cuesta Drive, Suite 205  
Mountain View, CA 94040

## APPENDIX C

### Attachments To Business History Form

Please provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

- A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified. *See attached.*

Should the proposer be other than an individual, the Proposal should include:

- i) Date of formation;
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
- iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable);
- v) The number of employees in the firm;
- vi) Annual revenue of firm;
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.

- B. Indicate number of years in business. *12 years*

- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services. *See proposal.*

- D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company Previously provided to Nassau County Police Department.

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

City/State \_\_\_\_\_

Telephone \_\_\_\_\_

Fax # \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Company \_\_\_\_\_

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

City/State \_\_\_\_\_

Telephone \_\_\_\_\_

Fax # \_\_\_\_\_

E-Mail Address \_\_\_\_\_

\_\_\_\_\_

Company \_\_\_\_\_

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

City/State \_\_\_\_\_

Telephone \_\_\_\_\_

Fax # \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Appendix C, Section A

- i) See attached Corporate Backgrounder.
- ii) See attached Corporate Backgrounder.
- iii)

DIRECTORS:

James G. Beldock  
Title: President & CEO, ShotSpotter, Inc.  
1060 Terra Bella Ave  
Mountain View, CA 94043

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Pascal Levensohn  
Title: Founder and Managing Director, Levensohn Venture Partners  
260 Townsend Street, Suite 600  
San Francisco, CA 94107

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Stuart Davidson  
Title: Managing Partner, Labrador Ventures  
101 University Ave—4<sup>th</sup> flr, Palo Alto, CA 94301

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Tom Groos  
Title: Chairman of the Board—The Viking Group  
161 Ottawa NW, Suite 502  
Grand Rapids, MI 49503

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Randy Hawks  
Title: Managing Director, Claremont Creek Ventures  
300 Frank Ogawa Plaza, Suite 350  
Oakland, CA 94612

---

Gary Lauder  
Title: Managing Partner, Lauder Partners, Inc.  
88 Mercedes Lane, Atherton, CA 94027

OFFICERS:

James G. Beldock  
Title: President & CEO, ShotSpotter, Inc.  
1060 Terra Bella Ave  
Mountain View, CA 94043

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Mitch Mitchiner  
Title: Sr. Vice President, Military & Defense Programs, ShotSpotter, Inc.  
1060 Terra Bella Ave

Mountain View, CA 94043

---

Gregg Rowland

Title: Sr. Vice President Sales and Marketing, Public Safety, ShotSpotter, Inc.

1060 Terra Bella Ave

Mountain View, CA 94043

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iv) ShotSpotter is incorporated in Delaware.

v) ShotSpotter has 53 employees as of March 31, 2008.

vi) \$12 million.

vii) See attached Corporate Backgrounder.

viii) See attached.



## ShotSpotter®

### Corporate Background

"It has been like a silent citizen for us. It has helped us to determine the location of shootings when people in these neighborhoods have not been willing to get involved."

Cpl. Joyce Smith, North  
Charleston, SC police

"ShotSpotter has had an immediate impact in reducing gunfire."

Mike Pendi, Glendale, AZ  
Public Safety Officer and  
department spokesperson

**About ShotSpotter**  
ShotSpotter, Inc., the world leader in gunshot location and detection systems for the public safety and military markets, is based in Mountain View, CA. ShotSpotter's patented award-winning solutions are proven to reduce violent crime and gunfire, and thus homicide rates. For more information on ShotSpotter visit [www.shotspotter.com](http://www.shotspotter.com), call us at (888) 274-6877 or (408) 329-9200, or email us at [info@shotspotter.com](mailto:info@shotspotter.com).

### ShotSpotter - Making Your Community Safer with Proven Technology

*ShotSpotter is the world leader in gunshot location and detection systems. The company has been delivering patented, state-of-the-art systems for ten years, with more than a dozen operational systems deployed. ShotSpotter enables customers in public safety and the military to reduce gunfire-related crime by more than 30%, and slash gunfire rates by as much as 60-80%.*

#### Mission Statement

ShotSpotter's mission is to help communities reduce illegal gunfire and thereby make communities safer by helping public safety officials quickly locate and analyze the source of gunfire.

#### Profile

ShotSpotter is the acknowledged leader in urban gunshot location for public safety enforcement. ShotSpotter develops systems and technologies that accurately detect and locate the origins of gunshots and weapons events. With ShotSpotter's flagship products, police are able to instantly ascertain the precise location of gunfire, resulting in countless arrests and numerous saved lives.

#### Customers

ShotSpotter solutions are used by officials in public safety and the military. Customers include the Federal Bureau of Investigation, the US Attorney's Office, the Department of Justice, US Joint Forces Command, and the US Army. ShotSpotter systems are deployed in cities across the nation including Washington DC, Los Angeles CA, Charleston SC, Rochester NY, Oakland CA and Gary IN.

#### Ownership

ShotSpotter is a privately held company. Founded in 1996 and funded by City Light Capital, Claremont Creek Ventures, Labrador Ventures, Lauder Partners, Levensohn Venture Partners, RNR Ventures and the Band of Angels.

#### Management

James G. Beldock, President and CEO  
Major General (Ret.) Steve Siegfried, Vice Chairman  
Brigadier General (Ret.) Mitch Mitchiner, SVP Military and Operations  
Gary Holladay, VP Government Systems  
Gregg Rowland, SVP Sales and Marketing  
Doug McFarlin, VP Engineering

Copyright © 2007 ShotSpotter, Inc. All rights reserved.

US Patent Nos. 5,973,998; 6,847,587; 7,139,222; 7,266,045 and other foreign and domestic patents pending.  
ShotSpotter Gunshot Location System is a registered trademark of, and ShotSpotter and the ShotSpotter logo are trademarks of ShotSpotter, Inc.

630-0004-01-E



DISPLAY CONSPICUOUSLY AT PLACE OF BUSINESS FOR WHICH ISSUED

CALIFORNIA STATE BOARD OF EQUALIZATION

SELLER'S PERMIT



ACCOUNT NUMBER

6/1/2002 SR GH 100-106512

SHOTSPOTTER, INC.  
1060 TERRA BELLA AVE  
MOUNTAIN VIEW, CA 94043-1881

**NOTICE TO PERMITTEE:**  
You are required to obey all Federal and State laws that regulate or control your business. This permit does not allow you to do otherwise.

IS HEREBY AUTHORIZED PURSUANT TO SALES AND USE TAX LAW TO ENGAGE IN THE BUSINESS OF SELLING TANGIBLE PERSONAL PROPERTY AT THE ABOVE LOCATION. THIS PERMIT IS VALID ONLY AT THE ABOVE ADDRESS.

THIS PERMIT IS VALID UNTIL REVOKED OR CANCELED AND IS NOT TRANSFERABLE. IF YOU SELL YOUR BUSINESS OR DROP OUT OF A PARTNERSHIP, NOTIFY US OR YOU COULD BE RESPONSIBLE FOR SALES AND USE TAXES OWED BY THE NEW OPERATOR OF THE BUSINESS.

*Not valid at any other address*

For general tax questions, please call our Information Center at 800-400-7115.  
For information on your rights, contact the Taxpayers' Rights Advocate Office at 888-324-2798 or 916-324-2798.

BOE-442-R REV. 15 (2-06)

A MESSAGE TO OUR NEW PERMIT HOLDER

As a seller, you have rights and responsibilities under the Sales and Use Tax Law. In order to assist you in your endeavor and to better understand the law, we offer the following sources of help:

- Visiting our website at [www.boe.ca.gov](http://www.boe.ca.gov)
- Visiting a district office
- Attending a Basic Sales and Use Tax Law class offered at one of our district offices
- Sending your questions in writing to any one of our offices
- Calling our toll-free Information Center at 800-400-7115

As a seller, you have the right to issue resale certificates for merchandise that you intend to resell. Conversely, you have the responsibility of not misusing resale certificates. While the sales tax is imposed upon the retailer,

- You have the right to seek reimbursement of the tax from your customer
- You are responsible for filing and paying your sales and use tax returns timely
- You have the right to be treated in a fair and equitable manner by the employees of the Board
- You are responsible for following the regulations set forth by the Board

As a seller, you are expected to maintain the normal books and records of a prudent businessperson. You are required to maintain these books and records for no less than four years, and make them available for inspection by a Board representative when requested. You are also expected to notify us if you are buying, selling, adding a location, or discontinuing your business, adding or dropping a partner, officer, or member, or when you are moving any or all of your business locations. If it becomes necessary to surrender this permit, you should only do so by mailing it to a Board office, or giving it to a Board representative.

If you would like to know more about your rights as a taxpayer, or if you are unable to resolve an issue with the Board, please contact the Taxpayers' Rights Advocate Office for help by calling toll-free, 888-324-2798 or 916-324-2798. Their fax number is 916-323-3319.

Please post this permit at the address for which it was issued and at a location visible to your customers.

STATE BOARD OF EQUALIZATION  
Sales and Use Tax Department

RECEIVED

JUL 02 2007

CITY OF MOUNTAIN VIEW  
500 CASTRO STREET  
MOUNTAIN VIEW, CA 94041  
(650) 903-6317



POST IN A CONSPICUOUS PLACE  
THIS LICENSE IS NON-TRANSFERRABLE,  
REFUNDABLE OR ASSIGNABLE

LICENSE NUMBER

44935

### MUNICIPAL BUSINESS LICENSE

The City of Mountain View Business License is issued without  
verification that the payor is subject or exempt from licensing by the State.

EXPIRATION DATE

12/31/2008

Mailing Address: SHOT SPOTTER INC  
1060 TERRA BELLA AV  
MOUNTAIN VIEW, CA 94043  
Classification: MANUFACTURERS & FABRICATORS  
Fee: \$50.00

Business Name: SHOT SPOTTER INC  
Address: 1060 TERRA BELLA AV

Owner/Office: CORPORATION  
Business Telephone: (408) 329-9200

This license evidences that the person(s), firm or corporation named herein has paid the applicable fee required by the Mountain View City Code through the expiration date indicated above. It is the owner's responsibility to renew this license within 30 days after expiration date noted above, or delinquent penalty fees shall be assessed. This license shall not be construed as authorizing the business continuance of any illegal or unlawful operation in violation of any City Ordinance relating thereto.

THIS IS AN OFFICIAL DOCUMENT OF THE CITY OF MOUNTAIN VIEW

## CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, James G. Beldock, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 2008

\_\_\_\_\_  
Notary Public

Name of submitting business: Shot Spotter, Inc.

By: James G. Beldock

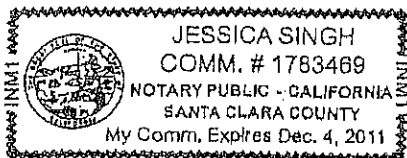
Print name

Signature

President LCEO

Title

4 / 9 / 2008  
Date



State of California, County of Santa Clara  
Subscribed and sworn to (or affirmed) before me  
on this 9<sup>th</sup> day of April, 2008.  
- James G. Beldock -  
I have subscribed and sworn to (or affirmed) before me on the basis of satisfactory evidence  
that the person(s) who appeared before me.

Jessica Singh