

RESOLUTION NO.: 1-10

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING STAFF TO NEGOTIATE AN AGREEMENT WITH THE ARCHITECTS DESIGN GROUP (ADG) OF WINTER PARK, FLORIDA FOR PROFESSIONAL ARCHITECTURAL DESIGN SERVICES FOR DEVELOPMENT OF DESIGN SPECIFICATIONS, CONSTRUCTION DOCUMENTS AND RELATED SERVICES FOR A NEW RIVIERA BEACH POLICE COMPLEX AND VARIOUS IMPROVEMENTS TO EXISTING BUILDINGS LOCATED ON THE MUNICIPAL CAMPUS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** The City Council approved resolution 13-09 authorizing the Purchasing Director to solicit Request for Qualifications for professional architectural design services for a new Riviera Beach Police Complex

**WHEREAS,** Staff solicited Request for Qualifications for Professional Architectural Design and Consulting Services for a new police complex and improvements to City Hall; and

**WHEREAS,** The selection committee for RFQ #226-09 short-listed and interviewed the four (4) most qualified firms consistent with the State of Florida's "Consultants' Competitive Negotiation Act" (FS 287.055); and

**WHEREAS,** the Architects Design Group Inc., of Winter Park, Florida was evaluated as the top ranked firm to provide the services identified in the City's Request for Qualifications.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AS FOLLOWS:**

**SECTION 1.** That the City Council of the City of Riviera Beach, Palm Beach County, Florida, authorizes staff to negotiate an agreement with the Architect Design Group Inc. of Winter Park, Florida to provide Professional Design Services.

**SECTION 2.** That this Resolution shall take effect upon its passage and approval by City Council.

**PASSED AND APPROVED** this 6 day of January 2010.

APPROVED:

Thomas A. Masters  
THOMAS A. MASTERS  
MAYOR

Dawn S. Pardo  
DAWN S. PARDO  
CHAIRPERSON

ATTEST:

Carrie E. Ward  
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK

Judy L. Davis  
JUDY L. DAVIS  
CHAIR PRO TEM

Billie E. Brooks  
BILLIE E. BROOKS  
COUNCILPERSON

Tonya Davis Johnson  
TONYA DAVIS JOHNSON  
COUNCILPERSON

Shelby L. Lowe  
SHELBY L. LOWE  
COUNCILPERSON

MOTIONED BY: Davis

SECONDED BY: Tonya Johnson

D. PARDO Aye

J. DAVIS Aye

B. BROOKS Aye

T. JOHNSON Aye

S. LOWE Aye

REVIEWED AS TO LEGAL SUFFICIENCY

Pamala Hanna Ryan  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 12/29/09

RESOLUTION NO. 2-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE USE OF \$3,000 FROM THE DONATION TRUST FUND TO PROVIDE THREE \$1,000 SCHOLARSHIPS FOR THE 2009 – 2010 SCHOOL YEAR; AUTHORIZING THE FINANCE DIRECTOR TO APPROPRIATE \$3,000 FROM THE DONATION TRUST FUND ACCOUNT NUMBER 130-0203-519-0-5521; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, The City Council supports the ideals of higher education for the youth of Riviera Beach; and

**WHEREAS**, The City Council has demonstrated its support of higher education through the awarding of education scholarships for the past eleven (11) years; and

**WHEREAS**, Twenty-six of the thirty-one scholarships approved for 2009 – 2010 have been awarded.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:**

**SECTION 1:** That the Finance Director is authorized to Appropriate Fund Balance in the Donation Trust Fund in the amount of \$3,000 and make payment for same as follows:

<b>Revenue:</b>		
130-00-220128	Donation Trust Fund	\$3,000

<b>Expenditure:</b>		
130-0203-519-0-5521	Donations	\$3,000

**SECTION 2:** This resolution shall take effect upon its approval and passage by the City Council.

RESOLUTION NO. 2-10

PAGE 2

APPROVED:

Thomas A. Masters  
THOMAS A. MASTERS  
MAYOR

Dawn S. Pardo  
DAWN S. PARDO  
CHAIRPERSON

ATTEST:

Carrie E. Ward 1/6/10  
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK

Judy L. Davis  
JUDY L. DAVIS  
CHAIR PRO TEM

Billie E. Brooks  
BILLIE E. BROOKS  
COUNCILPERSON

Tonya Davis Johnson  
TONYA DAVIS JOHNSON  
COUNCILPERSON

Shelby L. Lowe  
SHELBY L. LOWE  
COUNCILPERSON

MOTIONED BY: Davis

SECONDED BY: Tonya Johnson

B. BROOKS Aye

J. DAVIS Aye

T. JOHNSON Aye

D. PARDO Aye

S. LOWE Aye

REVIEWED AS TO LEGAL SUFFICIENCY

Pamala Hanna Ryan  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 12-29-09

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE PURCHASE OF FURNITURE, CONSISTING OF TABLES, STUDY TABLES, AND CHAIRS, FOR THE NEW LIBRARY INTERNET CAFÉ, AND OTHER PUBLIC SEATING, FROM KI FURNITURE IN THE AMOUNT OF \$26,258; PAYMENT TO BE MADE FROM LIBRARY IMPACT FEES, ACCOUNT NO. 303-00-271013; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Riviera Beach Public Library's Young Adult reading/public seating area furniture needs to be replaced to accommodate an Internet Café; and

**WHEREAS**, KI Furniture is the seller of the type of furniture needed to equip the area adequately; and

**WHEREAS**, the Library will utilize Library Impact Fees to redesign the Internet Café to accommodate patrons.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, FLORIDA, THAT:**

**SECTION 1.** The City Council authorizes staff to purchase chairs, to include base, arm rests, fabrics; tables, to include the necessary base and laminate tops for durability; and large study tables, to include the necessary base, for a total amount of \$26,258, from KI Furniture by piggybacking the State of Florida Contract.

**SECTION 2.** The City Council authorizes the Mayor and Finance Director to pay this amount from the Library Impact Fee Account No. 303-00-271013.

**SECTION 3.** This Resolution shall take effect upon its passage and adoption by City Council.

Passed and Approved this 6 day of January, 2010.

APPROVED:

Thomas A. Masters  
THOMAS A. MASTERS  
MAYOR

Dawn S. Pardo  
DAWN S. PARDO  
CHAIRPERSON

ATTEST:

Carrie E. Ward  
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK

Judy L. Davis  
JUDY L. DAVIS  
CHAIR PRO TEM

Billie E. Brooks  
BILLIE E. BROOKS  
COUNCILPERSON

Tonya Davis Johnson  
TONYA DAVIS JOHNSON  
COUNCILPERSON

Shelby L. Lowe  
SHELBY L. LOWE  
COUNCILPERSON

MOTIONED BY: Dave

SECONDED BY: Dave Jones

B. BROOKS Aye

J. DAVIS Aye

T. JOHNSON Aye

D. PARDO Aye

S. LOWE Aye

REVIEWED AS TO LEGAL SUFFICIENCY

Pamela H. Ryan  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 12/18/09

RESOLUTION NO. 4-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, PURCHASING A WIRELESS GUNSHOT LOCATION SYSTEM FOR \$300,000.00 FROM SHOTSPOTTER, INC.; AUTHORIZING THE MAYOR AND THE CHIEF OF POLICE TO EXECUTE THE GENERAL TERMS & CONDITIONS AGREEMENT, SOFTWARE LICENSE AGREEMENT, AND ANNUAL SUPPORT & MAINTENANCE AGREEMENT ON BEHALF OF THE CITY OF RIVIERA BEACH; AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT IN THE AMOUNT OF \$300,000.00 TO SHOTSPOTTER, INC.; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, The City of Riviera Beach provides Law Enforcement services to the public through the City of Riviera Beach Police Department; and,

**WHEREAS**, ShotSpotter, Inc, has proposed to sell to the City of Riviera Beach a Wireless Gunshot Location System capable of monitoring up to one square mile and detecting the occurrence and location of gunshots therein and transmitting that information to a predetermined location, for a price of \$300,000.00 for hardware, software, programming and installation and for one (1) year of maintenance and support agreement in accordance with the terms and conditions of the Agreement; and,

**WHEREAS**, The City of Riviera Beach Police Department has recommended the acquisition of the ShotSpotter System as an efficient and effective enhancement of the Law Enforcement capacity of the Department; and,

**WHEREAS**, ShotSpotter, Inc. is the sole source vendor of the ShotSpotter Gun Shot Detection System deemed by the Purchasing Director using the City of Riviera Beach Purchasing Code; and,

**WHEREAS**, the City has been awarded grant funds in the amount of \$300,000.00 under the DOJ COPS Technology Grant to purchase of "ShotSpotter"

**WHEREAS**, the City has approved and accepted the DOJ COPS Technology Grant and established budgetary account number 142-0817-521-2-6455 to expend the grant funds

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AS FOLLOWS:**

**RESOLUTION NO.** 4-10  
**PAGE 2**

**SECTION 1.** That the Mayor and Chief of Police are authorized to execute the contract with ShotSpotter Inc. on behalf of the City of Riviera Beach for the purchase of a one (1) square mile wireless gunshot location system.

**SECTION 2.** That the Finance Director is authorized to make payment from DOJ COPS Technology Grant account number 142-0817-521-2-6455 to Shot Spotter in the amount of \$300,000.00.

**SECTION 3.** This Resolution shall take effect immediately upon its approval.

(The remainder of this page left intentionally blank.)

RESOLUTION NO. 4-10  
PAGE 3

PASSED and APPROVED this 6 day of January, 2010.

APPROVED:

Thomas A. Masters  
THOMAS A. MASTERS  
MAYOR

Dawn S. Pardo  
DAWN S. PARDO  
CHAIRPERSON

ATTEST:  
Carrie E. Ward  
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK

Judy L. Davis  
JUDY L. DAVIS  
CHAIR PRO TEM

Billie E. Brooks  
BILLIE E. BROOKS  
COUNCILPERSON

Tonya Davis Johnson  
TONYA DAVIS JOHNSON  
COUNCILPERSON

Shelby L. Lowe  
SHELBY L. LOWE  
COUNCILPERSON

MOTIONED BY: Davis

SECONDED BY: Tonya Johnson

D. PARDO Aye

J. DAVIS Aye

B. BROOKS Aye

T. DAVIS-JOHNSON Aye

S. LOWE Aye

REVIEWED AS TO LEGAL SUFFICIENCY  
Pamala Hanna Ryan  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 12-30-09



September 24, 2009

Danny Jones  
Assistant Chief  
Riviera Beach Police Department  
600 W. Blue Heron Blvd.  
Riviera Beach, FL 33404

RE: ShotSpotter "Gunshot Detection and Location System" Price Proposal: RivieraBeachFL092409

Dear Assistant Chief Jones:

ShotSpotter, Inc., is pleased to present this "Wireless Gunshot Detection and Location System" (GLS) cost proposal for the Riviera Beach Police Department. Contained within this proposal is information regarding the ShotSpotter solution, pricing and installation process, aimed at providing the Riviera Beach PD with a "Turn Key" Wireless Gunshot Detection and Location solution.

ShotSpotter has the unique ability to deliver a results driven solution within a very short period of time, allowing cities to receive an immediate return on their investment. A typical ShotSpotter installation takes less than 90 days (from contract signing to go live) and requires minimal personnel resources from the City. Once live, the ShotSpotter solution will immediately provide the Police Department with the ability to tackle gunshot-related crime in the designated high gun activity area(s).

ShotSpotter understands and appreciates that the Riviera Beach PD requests and requires a turnkey solution in order to eliminate any need to purchase additional hardware and services during the installation phase as well reducing the need for City personnel to dedicate large amounts of time to the ShotSpotter project. Because of this understanding, ShotSpotter is providing the equipment for a complete wireless communication solution from the sensors in the field to the radio Tower at Police Head Quarters as well as the services (negotiating and acquiring site permissions, provisioning bucket truck, providing electrical, cabling, and mounting installation services,) required to install and make operational the ShotSpotter WGLS solution. These items are listed in the SOW section of the proposal and in the pricing section.

It is in our best interest to ensure that the installation, training, and go live of the system is a success and that the RBPD utilizes the ShotSpotter WGLS to its fullest capabilities. We want to ensure this by taking on the "heavy lifting" aspects of the project and ensure that the required hardware and services for this wireless gunshot detection and location solution are including in the initial proposal and contract.

We look forward to working with you, the City of Riviera Beach, and the Riviera Beach Police Department in an effort to deliver additional tools and best practices which will help rein in violent crimes.

Best regards,

David Jones  
ShotSpotter Southeast Sales Director  
408-598-6810  
David@ShotSpotter.com

**Riviera Beach, FL System Proposal:**  
**ShotSpotter®**  
**900 MHz Gunshot Detection and Location System**  
**Proposal #: RivieraBeachFL092409**

*Submitted to:*

*Assistant Chief Danny Jones*

*For:*

**Riviera Beach  
Police Department**

**David Jones**  
**Director, Southeast Region Sales**

toll free: +1.888.274.6877 x 259  
mobile: +1.408-598-6810  
fax: +1.650-887-2106  
[David@shotspotter.com](mailto:David@shotspotter.com)

**Corporate Headquarters**  
1060 Terra Bella Avenue  
Mountain View, CA 94043  
[www.shotspotter.com](http://www.shotspotter.com)

**Introduction**

ShotSpotter, Inc. is the industry leader in the development of innovative, interoperable net-centric gunshot and sniper detection and location systems for the law enforcement and military markets. The company's focus on ingenuity and technology drives its continuing mission to create valuable solutions that reduce gunfire and gun violence while improving the safety of first responders on the street and soldiers on the front.

Currently, the ShotSpotter Gunshot Location System® (GLS) protects many cities throughout the United States (Figure 1-1), consistently producing arrests and weapons confiscations. This tool assists in making better prosecution cases with detailed forensics unavailable from any other source and further permits managing resources to attack violent crime problems at their source. The ShotSpotter GLS system brings value to the daily activities of dispatchers, officers, investigators, crime analysts and district attorneys.

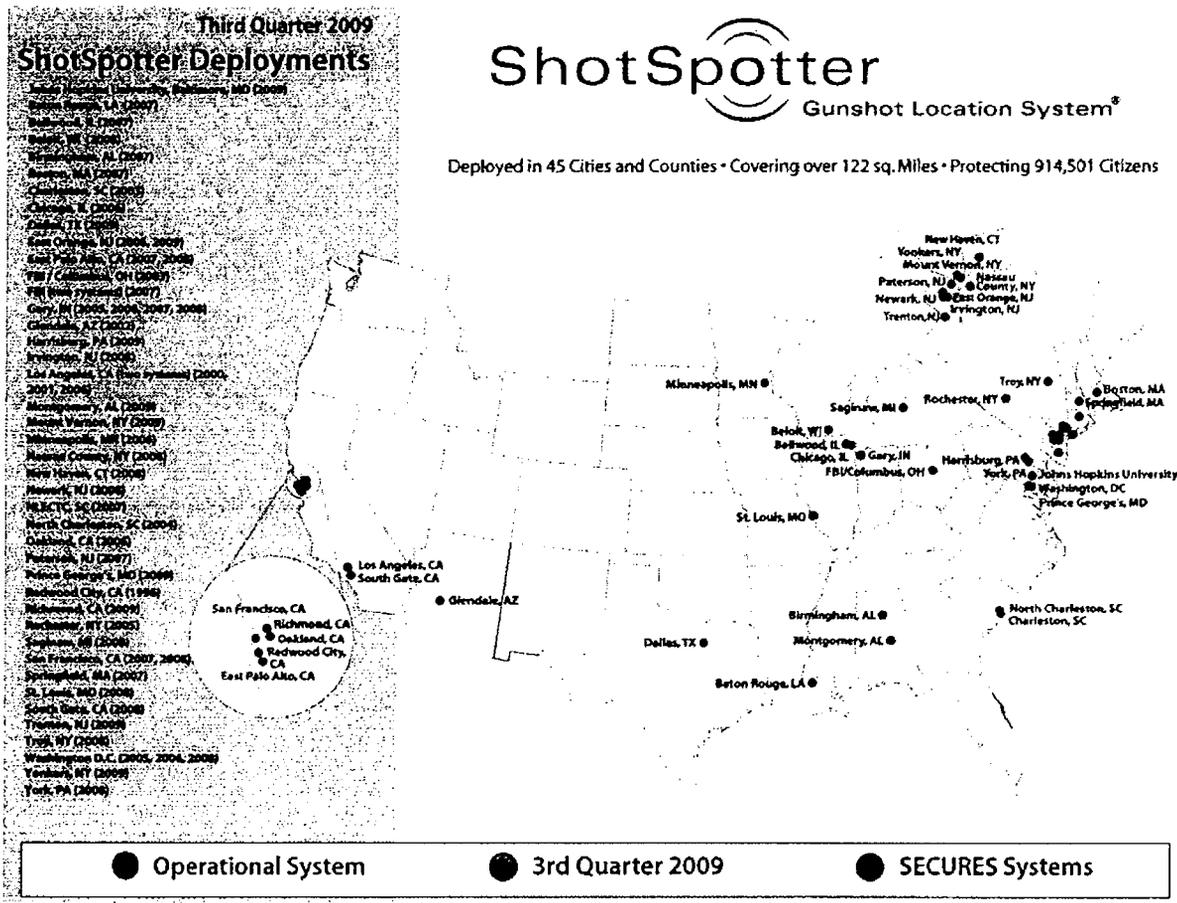


Figure 1-1. ShotSpotter Deployments

The ShotSpotter GLS is the only commercially viable gunshot detection and location system in the US that can be deployed to cover from one to many square miles. We deploy and operate the largest deployments in the world. ShotSpotter systems are now deployed, or under contract in, 45 cities and counties throughout the United States, covering more than 122 square miles, protecting more than 914,501 people 24 hours a day, 7 days a week, 365 days a year.

After assisting the FBI in capturing the Ohio Sniper, the ShotSpotter GLS has become the accepted mainstream tool in the U.S. public safety market in the last four years. Many ShotSpotter Customers are continually expanding the footprint of their GLS coverage and operate and upgrade their coverage areas through annual maintenance agreements. ShotSpotter systems are procured on a sole source basis due to our unique patent-protected technology and proven track record of performance.

#### **Unique Features of the ShotSpotter Gunshot Detection and Location System:**

- ⊙ Lowest number of sensors required for a given coverage area
- ⊙ Ability to co-locate sensors with networked cameras
- ⊙ Interoperable wireless and wired sensors
- ⊙ Scalable and extensible coverage areas
- ⊙ SEVAPS solution designed specifically for Special Events, VIP and Area Protection, a variant of the ShotSpotter GLS with the unique ability to deploy the system in small areas with minimal effort and time
- ⊙ Dispatch and detective consoles that provide near real-time alerts of gunfire events with automatic geo-referencing to the nearest street address
- ⊙ Situational awareness of each event that includes the location visibility pinpointed on a map and audio recordings that indicates the number of shots fired
- ⊙ All relevant gunfire event information is stored in a database for forensics
- ⊙ Mobile consoles that provide location and forensic audio
- ⊙ Open interface to video surveillance and certain other software applications
- ⊙ Ability to produce detailed forensics data to be used in court and backed up by expert witness services
- ⊙ Consistent track record of producing results and comprehensive customer service
- ⊙ Customer Experience Program promoting “best practices” and comprehensive training developed from ShotSpotter’s large and diverse user community
- ⊙ National Support Operations Center (SOC) staffed by full-time ShotSpotter technicians who supervise all ShotSpotter systems nationwide, allowing on-demand forensic analysis, customer support, training and monitoring

**Competitive features:**

- ⊙ ShotSpotter systems can interoperate with neighboring communities who also purchase a ShotSpotter system permitting coverage areas at municipal boundaries
- ⊙ ShotSpotter does not deploy battery operated sensors eliminating the need for frequent and costly battery replacements
- ⊙ ShotSpotter has numerous references from major cities, as well as, smaller townships
- ⊙ All of ShotSpotter’s customers are references, and no city has ever de-commissioned a system (except to move it)
- ⊙ ShotSpotter gunshot detection and location data has been utilized as critical evidence to assist in clearing police officers in officer involved shooting incidents

**Proposed Area of Coverage**



**Figure 1-2: Targeted area for an approximate 1.0 square mile area of coverage. The RBPD will determine which square mile, with in this area, the ShotSpotter WGLS will be deployed**

**Scope of Services**

This proposal provides pricing, terms and conditions for the implementation of a ShotSpotter “Wireless Gunshot Detection and Location System” in Riviera Beach, FL. This system will provide the Riviera Beach Police Department with the benefit of coverage in the designated high crime area (figure 1-2). The ShotSpotter System will include five (5) PSC (public safety console) software licenses and one (1) associated workstation computer which will display detected and located gunshot events in the Police Control Room. (The 4 additional PSC software licenses may be installed on the customer’s own computer.) Additional workstation computers are not required, however the customer may desire additional PSC software licenses should monitoring workload merit.

The City of Riviera Beach will be required to provide space in the customer’s server room (or appropriate IT facility) for the ShotSpotter Server Appliance as well as connectivity between the system server and (via a site to site VPN) ShotSpotter.

Where possible, sensors will be mounted on rooftops away from traffic and visibility. Where approved buildings are not available, or not an option, and in the absence of utility poles, the City of Riviera Beach will be responsible for installing approved mounted assets, e.g. utility poles. Reliable, 24 hour AC power must be made available at the sensor mounting in all respects. AC power will operate within the 100-240VAC and 50/60Hz specification without significant drops or spikes.

Sensors in the coverage area will form an irregular, triangular pattern and must be spaced by the average sensor spacing required for the specific environment of the coverage area. The unique environment within the coverage area determines how far apart sensors are positioned and thus, the number of sensors required in the System configuration. Geographic dynamics, such as building density and terrain, significantly impacts acoustics and occasionally drives the requirement to increase sensor density specific to a given coverage area. ShotSpotter provides sensors necessary for the appropriate coverage per square mile, provided that all recommended sites are available for sensor placement. ShotSpotter identifies optimal sensor locations which will result in the final System configuration meeting the minimum detection guidelines. If the necessary installation permissions or locations cannot be obtained, the minimum detection guidelines of 80% averaged across the coverage area will not be guaranteed.

All non-standard equipment required for system installation will require an additional fee.

WGLS SCOPE OF WORK	ShotSpotter, Inc.	City of Riviera Beach, FL
System Design	✓	
Prepare Project Plan	✓	
Kick-off Meeting	✓	

Conduct Site Survey	✓	Provide Escort as Required
Conduct RF Survey	✓	
Determine Network Requirements / Setup	✓	
Submit System Diagrams	✓	
Secure Mounting Assets and Site Permissions	✓	
Configure Servers	✓	
Install/Provision Server Hardware	✓	
Establish VPN Connectivity to Server	✓	
Remote monitoring of installed systems	✓	
Maintaining VPN to customers server for remote support by SSI		✓
Setup Dispatch Center Workstations	✓	
Install ShotSpotter Software	✓	
Deliver a WGLS system. The system is designed to operate at 100-240 VAC, .55A, 50/60Hz	✓	
Provide GIS Data: Streets, Parcels, Addresses, and Aerial Imagery		✓
Install GIS Data	✓	
Install All Sensor and RF Base Station and Antenna Systems. All local electrical, and other relevant standards, will be documented and followed by installers while installing GLS Sensors, Base Stations and Antennas	✓	Provide Escort as Required
Provision Bucket Truck for Sensor Installation	✓	
SSI will provision DC power to all GLS sensor sites, provided, clean power sources are available.	✓	
Responsible for all re-occurring costs associated with providing power to all equipment required to operate the GLS system as identified herein. Power to individual GLS sensors is the responsibility of each location (building) owner		✓
Install and Tune Sensor Communications System	✓	
System Calibration	✓	
Performance Test and Sensor Validation	✓	
Dispatch / User Training Day	✓	
IT and Other Staff Training	✓	
Final Systems Test and Acceptance	✓	✓
All Video / External Interface Requirements		✓
<b>WGLS ROLLS &amp; RESPONSIBILITIES</b>		
	ShotSpotter, Inc.	City of Riviera Beach, FL
All Backhaul Related Equipment, Services and Support Necessary to Connect the WGLS Base Station(s) to the Local Network Infrastructure and/or GLS Server(s).	✓	

Wireless Connections to Mobile Computers to support PSC-Mobile		✓
Any System Communications Infrastructure Outside of the Proposed 900MHz Communications		✓
Provide Space on City Radio Tower (behind Police HQ) for ShotSpotter Radio equipment		✓
Provide connectivity from City Radio Tower to ShotSpotter Server		✓
IT Infrastructure, Security and Data Backup		✓
Provide VPN Connectivity to SSI at No Charge		✓
Provide required 900 MHz Wireless Gunshot Detection and Location Sensors	✓	
Negotiate Permissions for Sensor Mounting	✓	
Provide All Standard Sensor Roof Mounting Hardware	✓	
Provide 1 Server Including, Monitor, Keyboard, Mouse, and ShotSpotter Location Server Software	✓	
Provide 1 PSC Workstation with 19" Flat Screen Monitor, Keyboard, Mouse and ShotSpotter PSC Software	✓	
Provide 4 Additional PSC or PSC-Mobile Software Licenses	✓	
Provide 900 MHz Base Station Infrastructure to Communicate with WGLS sensors	✓	
Provide Professional Services Required to Perform Site Surveys, Installation and Training	✓	
Provide Required Weather Proof Enclosures for all SSI Provided Equipment	✓	
Provision Power and Racks for SSI Server		✓
Provision Connectivity to Dispatch Center for Workstation		✓

**ShotSpotter will be responsible for following all local, state and federal regulations, codes, rules and laws as it relates to the installation of the ShotSpotter WGLS system.**

System in accordance with the Acceptance Test Plan and System turnover process (the latter to be provided on request). Any delays not caused by ShotSpotter will not be cause for delay in payment, System acceptance or the start of the System warranty.

**Insurance**

ShotSpotter agrees to carry general liability insurance in an amount not less than \$1,000,000.00 for each occurrence. To the extent that the Department is not self-insured, Department will, at its Price, if any, add ShotSpotter to their general liability policy as an additional insured.

**Warranty**

With respect to the system purchased hereunder, ShotSpotter warrants that the delivered products will (I) conform in all respects to the requirements of this Proposal and its standard specifications, (II) be free from all defects, whether patent or latent, in materials and workmanship for a period of one (1) year from the date of installation, (III) be free and clear from all liens, charges and encumbrances of any kind whatsoever resulting from said purchase. To the extent any parts are covered by any warranty made by the manufacturer or supplier of such parts, all rights, title and interests to such warranties are hereby assigned to the Department. The warranty period is for one year commencing on the earlier of system acceptance or system usage, or 180 days after shipment if the delay is outside of ShotSpotter’s control. This warranty includes all hardware and software provided by ShotSpotter, with the exception of 3<sup>rd</sup> party computers, where the computer manufacturer’s warranty will apply.

A support and maintenance agreement is available to provide for ongoing coverage beyond the warranty period.

**ShotSpotter “Wireless Gunshot Detection and Location System” (WGLS)**  
**ShotSpotter System Pricing and Payment Terms**

**SYSTEM:**

1WGLS – Metro System Approximate 1.0 Square Mile Area of Initial Coverage	\$ 249,000.00
Obtain Sensor/Base Station Permissions @ \$15,000 per square mile x 1	\$ 11,000.00
Base Station to System Server Network Backhaul @ \$15,000 per square mile x 1	\$ 15,000.00
Additional Sensors for Pole Mounting @ \$25,000 per sq. mile x 1	\$ 25,000.00
Public Safety Console – PSC, (5) additional software license @ per seat / \$ 1,000.00	\$ 00.00
<b>Total</b>	<b>\$ 300,000.00</b>

**Term of proposal**

- This Proposal is valid for 90 days.
- The discount is valid upon receiving letter of intent on or before September 30<sup>th</sup>, 2009

**OPTIONS NOT INCLUDED:**

Unidirectional Alert Export API + Support per System	\$ 19,000.00
160-0001-01 Public Safety Console – PSC, additional software license per seat	\$ 1,000.00
160-0001-02 Public Safety Console Mobile – PSC-M, additional software license per seat	\$ 1,000.00
160-0001-03 100 Seat Site License for PSC and/or PSC-M	\$ 60,000.00
Non-Contiguous Non-contiguous area coverage fee for each non-contiguous area of coverage	\$ POR
Non-Standard Coverage Area Coverage area dimensions less than ¾ mile in any direction	\$ POR
Other Network Wireless system using other than 900 MHz standard system per square mile additional charge	\$ POR

**Note: Maintenance will be an additional 15% of options total cost and/or total system price**

**System payments shall be proposed as follows:**

- 25% due upon completion of kickoff meeting and site survey
- 50% due upon shipment of equipment
- 25% due upon the earlier, of system acceptance, or 90 days after shipment (if acceptance is delayed due to events beyond ShotSpotter’s control)

**Annual Maintenance**

Annual Maintenance Payments due upon receipt of invoice

**Term of Proposal**

This Proposal is valid for 90 days from date of receipt

**List of Exhibits Accompanying This Proposal**

The following list of exhibits constitutes an integral part of this proposal, and these exhibits are incorporated herein by reference. Unless specifically so-stated above, should there be any question of precedence between these exhibits and this proposal, the exhibits shall be superior to the proposal itself in the order identified:

- ShotSpotter Terms and Conditions
- ShotSpotter Software License Agreement
- ShotSpotter Support and Maintenance Agreement

IN WITNESS WHEREOF, parties hereto have caused their duly authorized representatives to execute this Agreement.

**SHOTSPOTTER, INC**

**City of Riviera Beach, FL**

By: *Gregg Rowland*

By: *Thomas A. Masters*

Printed: Gregg Rowland

Printed: Thomas A. Masters

Title: SVP Sales and Marketing

Title: Mayor

Date: December 28, 2009

Date: 1/6/2010

Primary Contact: Gregg Rowland

Primary Contact: \_\_\_\_\_

562-650-2673  
phone/facsimile numbers

\_\_\_\_\_  
phone/facsimile numbers

By: *C. E. Ward*

Printed: CARRIE E. WARD

Title: City Clerk

Date: January 6, 2010

Primary Contact: \_\_\_\_\_

\_\_\_\_\_  
phone/facsimile numbers

REVIEWED FOR LEGAL SUFFICIENCY  
*Michael Johnson Jr.*  
CITY ATTORNEY  
CITY OF RIVIERA BEACH

DATE: 12-30-09

ShotSpotter, Inc. (also "ShotSpotter," "we," "us," or "our") and the end-user customer (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 stated herein, for a period of one (1) year from acceptance or actual use if the field for gunshot location and detection of the ShotSpotter System, whichever occurs first, for GLS products and ninety (90) days of RDS products and (as to Software) for a period of one (1) year from installation of the Software (each, as applicable, the "Warranty Period") we warrant that the ShotSpotter System Components and Software (as defined herein) (collectively, the "Products") will be free of defects in materials, manufacturing and workmanship which materially impair the functioning of the ShotSpotter System purchased by you in substantial conformity with the specifications documentation accompanying the ShotSpotter System. During the applicable Warranty Period, we will, without cost to you, replace or repair any component of the ShotSpotter System Components or Software that we determine to be 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, 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, acceptance, testing, or integration services not actually performed by ShotSpotter; 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, co-channel, adjacent channel, spurious or other radiofrequency or electromagnetic interference caused by emissions from other transmitters or devices, or unknown or natural causes; loss or damage caused by misuse, training, criminal activity, civil unrest, terrorism or combat conditions explosion, nuclear radiation, release or electromagnetic pulse, hazardous materials release, lightning, electrical surge, theft, vandalism, tampering, animals, fire, impact, wind, flood, abrasion, liquid, or severe weather conditions; or other loss, damage, events, or circumstances outside ShotSpotter's reasonable control after installation and/or delivery. This warranty also DOES NOT include routine software support and maintenance for, or upgrades to, the Software. Extended warranty coverage, and support, maintenance and upgrades, are optional, and available in accordance with ShotSpotter's then-existing terms and conditions for such services.

This Limited Exclusive Warranty applies only to the original purchaser of a ShotSpotter System, and may not be assigned. 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 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, 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 any component of the Products; 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 Products are not designed or reasonably suited, 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, 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.

During the applicable Warranty Period, all labor and materials will be provided without charge to you. Products repaired or replaced by ShotSpotter under warranty will continue to be warranted according to the provisions of this Limited Warranty for the duration of the initial Warranty Period. Products 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 you after repair or replacement by the carrier and transportation method chosen by ShotSpotter on our standard shipping terms.

**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.

**2. IP INFRINGEMENT; EXCLUSIVE REMEDY.** Subject to the terms and conditions hereof, ShotSpotter agrees to defend and indemnify Customer (provided it is the actual End-user Customer of the ShotSpotter System) 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 ShotSpotter System and/or Software, when used in accordance with ShotSpotter's specifications and for the purposes intended, infringes any United States patent which was issued by the U.S. Patent and Trademark Office, or United States copyright which was registered by the U.S. Copyright Office, as of the effective date of Customer's agreement to purchase the ShotSpotter System.

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

Further provided, however, that this section shall not apply and ShotSpotter shall have no obligation to defend and indemnify Customer in the event the Customer or a reseller, integrator, service provider or supplier modifies, alters, substitutes, or supplements any of the 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, 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 purchaser the purchase price paid for the ShotSpotter System, less reasonable depreciation, without further liability to Customer or its supplier, 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 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.

**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 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 SHOTSPOTTER SYSTEM IS NOT DESIGNED, SOLD, OR INTENDED TO BE USED TO DETECT, INTERCEPT, TRANSMIT OR RECORD ORAL OR OTHER COMMUNICATIONS OF ANY KIND, SHOTSPOTTER CANNOT CONTROL HOW THE 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 CONFORM 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 PERSONS.

FURTHER, REGARDLESS OF ANY PRIOR STATEMENTS, REPRESENTATIONS, OR COURSE OF DEALINGS BY ANY SHOTSPOTTER REPRESENTATIVES, WE DO NOT WARRANT OR REPRESENT, EXPRESSLY OR IMPLICITLY, THAT THE SHOTSPOTTER SYSTEM 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 DETECT AND PLOT THE LOCATION OF ALL FIREARM DISCHARGES WITHIN THE DESIGNATED COVERAGE AREA; 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.**

#### **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. Actual use of the ShotSpotter System in the field for purposes of detecting and locating gunshots shall constitute acceptance and any acceptance milestone payments shall become due whether or not an official acceptance document has been signed or delivered by you.

**B.** You agree to use your best efforts to timely perform and comply with all of your obligations allocated to you in the Statement of Work and/or other contract documents, including, without limitation, provisions regarding obtaining sensor site permissions from premises owners or lessors, in a form reasonably acceptable to ShotSpotter, which obligations are incorporated by reference and made a part hereof. Unless the Statement of Work or other contract documents signed by ShotSpotter allocates such obligations to ShotSpotter expressly, customer shall be responsible for securing

from premises owners or lessors all rights necessary to enter onto their premises to install sensors, and to place, operate and maintain such sensors on such premises. ShotSpotter's duties, including warranty obligations to you shall be predicated and conditioned upon your timely performance of and compliance with your obligations set forth herein, and in the Statement of Work or contract documents.

**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, vandalism 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 and maintaining 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. Any such use shall void your limited exclusive warranty.

J. We or our representatives may, at reasonable times with 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 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 United States (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 (U.S.) or foreign (non-U.S.) 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 government, foreign 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 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 you 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.** Unless you obtain prior written consent from us you shall not reproduce, use for purposes other than those expressly permitted herein, disclose, sell, license, afford access to, distribute, or disseminate any information concerning the ShotSpotter System obtained in connection with the System purchase, installation or operation, and designated by us from time to time as confidential; ShotSpotter System documentation, use and operations manuals; and output data created or compiled by the ShotSpotter System (collectively, "Confidential Information"). You 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 you use to secure and protect your own confidential information.

**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 party's addresses may be changed by written notice to the other party as provided herein.

**9. FORCE MAJEURE.** In no event shall ShotSpotter be liable for any delay or default in its performance of any obligation under this or any other agreement caused directly or indirectly by an act or omission of Customer, or persons acting under its direction and/or control, fire, flood, act of God, an act or omission of civil or military authority of a state or nation, strike, lockout or other labor disputes, inability to secure, delay in securing, or shortage of labor, materials, supplies, transportation, or energy, failures, outages or denial of services of power, telecommunications or computer networks, acts of terrorism, sabotage, vandalism, hacking, natural disaster or emergency, war, riot, embargo or

civil disturbance, breakdown or destruction of plant or equipment, or arising from any cause whatsoever beyond ShotSpotter's reasonable control. At ShotSpotter's option and following notice to Customer, any of the foregoing causes shall be deemed to suspend such obligations of ShotSpotter so long as any such cause shall prevent or delay performance, and ShotSpotter agrees to make and Customer agrees to accept performance of such obligations whenever such cause has been remedied.

**10. DEFAULT; REMEDIES.** Upon the occurrence of any default by or breach of your obligations, we may at our option, effective immediately, either: (i) terminate our future obligations under this agreement, terminate your License to use the ShotSpotter System, ShotSpotter System Components and Software, repossess the Software and any components not yet paid for in full, and proceed in any lawful manner against you for collection of all charges that have accrued and are due and payable, in which case this agreement shall terminate as soon as your obligations to us are satisfied. You shall also be responsible for paying court costs and reasonable attorneys' fees incurred by or on behalf of us, as well as applicable repossession, shipping, repair and refurbishing costs.

**11. 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 2 HEREOF, SHOTSPOTTER'S CUMULATIVE LIABILITY FOR ALL LOSSES, CLAIMS, SUITS, CONTROVERSIES, BREACHES OR DAMAGES FOR ANY CAUSE WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, THOSE ARISING OUT OF OR RELATED TO THIS AGREEMENT) AND REGARDLESS OF THE FORM OF ACTION OR LEGAL THEORY SHALL NOT EXCEED TWO TIMES THE AMOUNT PAID TO SHOTSPOTTER UNDER THIS AGREEMENT, OR THE AMOUNT OF INSURANCE MAINTAINED BY SHOTSPOTTER AVAILABLE TO COVER THE LOSS, WHICHEVER IS GREATER. THE FOREGOING LIMITATIONS SHALL APPLY WITHOUT REGARD TO ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDIES GIVEN HEREIN.**

**12. GENERAL**

**A. No Agency.** Neither ShotSpotter nor any of its employees is an agent or representative of Customer and the Customer is solely responsible for obtaining any required authorizations from any governmental agency, body or commission and for compliance therewith.

**B. Compliance with Laws.** You shall comply with all applicable laws, statutes and regulations relating to the sale, distribution, and use of the Products and the performance of your duties and obligations hereunder.

**C. Severability and Interpretation.** If any provision, in whole or in part, of these General Terms and Conditions of Sale and the agreement or order to which they are appended is held invalid or unenforceable for any reason, the invalidity shall not affect the validity of the remaining provisions in the General Terms and Conditions of Sale, agreement and order, and there shall be substituted for the invalid provision a valid provision which most closely approximates

the intent and economic effect of the invalid provision. No part of the General Terms and Conditions of Sale, agreement or order shall be interpreted in favor or against any party because such party or its counsel drafted the relevant provision. No course of dealing, usage, custom of trade, or communication between the parties shall modify or alter any of the rights or obligations of the parties under these General Terms and Conditions of Sale.

**D. Integration, Amendment and Waiver.** These General Terms and Conditions of Sale, and the agreement or order of which it is a part, together with any other exhibits or appendices thereto, constitute the entire understanding between ShotSpotter and you. No other documents or representations shall be used in interpreting it. Any and all written or oral agreements heretofore existing between the parties are expressly cancelled and/or superseded. Any other document, proposal, specification, statement of work, marketing collateral, or representation which may vary, amend or supplement these terms and conditions will not be binding unless agreed to in a writing signed by appropriate representatives of both ShotSpotter and Customer. No modification, variance, amendment or waiver of any part of such General Terms and Conditions of Sale, or agreement or order of which it is part, shall be binding upon either party, whether written, oral, or in any other medium, unless made in writing and signed by authorized representatives of both parties. All the parties' rights and duties are material and time is of the essence; no waiver of any rights hereunder shall be deemed effective unless in writing executed by the waiving party; no waiver of either party's breach of any provision of these General Terms and Conditions of Sale shall constitute a waiver of any prior or subsequent breach of the same or any other provision, and no failure to exercise, and no delay in exercising, any right(s) hereunder on either party's part shall operate as a waiver of any such right; all of the parties' rights are cumulative; and, no single or partial exercise of any right

hereunder shall preclude further exercise of such right or any other right.

**E. Benefit and Burden; Assignment.** Subject to the following provisions, these General Terms and Conditions of Sale and the agreement or order of which they are a part shall be binding upon permitted successors and assigns and shall inure to the benefit of the parties and their respective permitted successors and assigns only. **NOTWITHSTANDING THAT THE SOFTWARE, ASSOCIATED SYSTEM, AND ITS OUTPUT DATA MAY BE USED FOR LAW ENFORCEMENT, MILITARY, PUBLIC SAFETY, AND FORCE PROTECTION PURPOSES, THERE ARE NO THIRD PARTY BENEFICIARIES INTENDED TO BENEFIT FROM THESE GENERAL TERMS AND CONDITIONS OF SALE, OR THE AGREEMENT OR ORDER OF WHICH THEY ARE A PART.** Customer may not assign or transfer these General Terms and Conditions of Sale, or the agreement or order of which they are a part, or any of the rights granted therein, in whole or in part, by operation of law or otherwise, without ShotSpotter's express prior written consent. ShotSpotter may assign or transfer these General Terms and Conditions of Sale and ShotSpotter's rights and obligations hereunder, in whole or in part, to any third party without the necessity of obtaining Customer's consent. No assignee for the benefit of Customer's creditors, custodian, receiver, trustee in bankruptcy, debtor in possession, sheriff or any other officer of a court, or other person charged with taking custody of Customer's assets or business, shall have any right to continue or to assume or to assign these without our express consent.

**F. Governing Law and Forum.** The validity, performance, and construction of this agreement shall be governed by the laws of the laws of the United States of America and the State of Florida, as applicable, without giving effect to the conflict of law principles thereof. The United Nations Convention on Contracts for the International Sale of Goods is expressly

disclaimed and shall not apply. If the parties disagree as to any matter governed by these General Terms and Conditions of Sale, then ShotSpotter and Customer shall promptly consult with one another and make diligent, good faith efforts to resolve the disagreement, by negotiation. Should the dispute not be resolvable within a reasonable time after commencement of such negotiations, it shall be mediated before one or more mediators mutually acceptable to both parties. Costs of mediation will be allocated as part of the resolution in mediation, but absent such resolution, shall be paid equally by the parties.

If such effort is unsuccessful, except as provided herein, any controversy or claim arising out of or relating to these General Terms and Conditions of Sale, or the breach thereof, or use of the ShotSpotter System, shall be settled by binding arbitration in Palm Beach County, Florida, in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator(s) shall have the right to render equitable, as well as other, awards and relief. The parties agree that the underlying agreement between the parties involves interstate commerce, and that, notwithstanding any choice of law provision in this agreement, any arbitration hereunder shall be governed by the Federal Arbitration Act. In addition to any other remedies to which it may be entitled, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs (including expert witness fees and costs) incurred in connection with enforcing its rights or defending itself.

**TO THE EXTENT PERMITTED BY THE LAW OF THE FORUM, ALL PARTIES HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING ANY CLAIM RELATING TO OR ARISING UNDER THIS AGREEMENT OR ANY OTHER**

## **AGREEMENT BETWEEN THE PARTIES HERETO.**

Notwithstanding the foregoing or any other provision of any other agreement, ShotSpotter shall be entitled to seek temporary, preliminary and permanent injunctive and other equitable relief in a federal or state court located in a judicial district encompassing Palm Beach County, Florida, in the event that Customer violates or breaches, or threatens to violate or breach, the restrictions of the limited license granted to Customer, or otherwise violates or infringes, or threatens to violate or infringe, ShotSpotter's intellectual property, trade secret and/or proprietary or confidentiality rights, including, without limitation, exceeding the scope of the limited and restricted license rights granted in the License. Customer hereby expressly consents to submit to the jurisdiction of such Courts, and hereby waives and covenants not to object thereto, or to assert lack of personal jurisdiction, or that such Court is an improper venue or an inconvenient forum, in connection with such a proceeding. In addition to any other remedies to which it may be entitled, ShotSpotter shall be entitled to recover its reasonable attorneys' fees and costs (including expert witness fees and costs) incurred in connection with enforcing and protecting its rights in such an equitable proceeding.

### **F. Public Entity Crimes**

As provided in Sections 287-132-133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, we certify that we, our affiliates, suppliers, subcontractors and any other contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date thereof.

**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 the end-user customer to which any of ShotSpotter's Software (as defined herein) or components are supplied by ShotSpotter or its authorized reseller or integrator, which end-user is the licensee hereunder.

The following sets forth the terms and conditions of your non-exclusive licenses to use: (i) the firmware embedded in ShotSpotter remote acoustic sensor devices; (ii) ShotSpotter Location Server software operated on one or more network server computer(s) for a single public safety agency at a single location; and (iii) ShotSpotter Public Safety Console™ client software, installed and operated locally on one or more of your workstation computers (collectively, the "**License**"). Each, and, collectively, all, of those software components (together with associated media, and printed materials and documentation supplied with such components), will be referred to as the "**Software**."

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, OR BY SIGNING A PURCHASE ORDER OR 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 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 of: (i) firmware for each remote acoustic sensor device purchased with the System specified in the purchase order, 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 purchase order, 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 (iv) 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 purchase order ("**Single Server License**"). Each such device, workstation and server computer shall be referred to as a "**Licensed Computer**". You may not install or use the Software installed on any sensor, server, workstation or computing device other than the Licensed 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; (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 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. Termination**

You agree that your right to use the Software will terminate automatically if you violate any of the terms of this License, or fail to timely pay any sums you owe to us or resellers or integrators of our software. In the event of termination, upon demand from us, you must immediately return all copies of the Software to us, and, without any notice or demand from us, immediately disable all sensors, and remove from all your Licensed Computers and destroy all copies of the Software.

## **D. 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. You may not sell, resell, sublicense, rent, lease, or otherwise transfer the Software, without the express, prior written permission of ShotSpotter.

## **E. 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.

## **F. 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. In the event that the Software (in whole or in part) is determined not to qualify as a commercial item, then in no event shall the U.S. Government acquire any rights to use or disclose any part of the Software greater than those rights associated with, as applicable to civilian agencies, "restricted computer software" (as to computer software) as set forth in 48 C.F.R. § 27.404-2(d)(3) and "limited rights data" (as to documentation) as set forth in 49 C.F.R. § 27.404-2(c)(1), or, as applicable to agencies within the Department of Defense, "restricted rights" in computer software and computer software documentation, as set forth in 48 C.F.R. § 227-7014(a)(14).

## **G. 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 United States (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 (U.S.) or

foreign (non-U.S.) 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 government, foreign 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.

#### **H. Protection of Confidential Information**

Unless you obtain prior written consent from us you shall not reproduce, use for purposes other than those expressly permitted herein, disclose, sell, license, afford access to, distribute, or disseminate

any information: concerning the Software or ShotSpotter System obtained in connection with the System purchase, installation or operation, and designated by us from time to time as confidential; ShotSpotter System documentation, use and operations manuals; and output data created or compiled by the ShotSpotter System (collectively, "Confidential Information"). You 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 you use to secure and protect your own confidential information.

#### **i. Limited Exclusive Warranty**

Provided that you comply with your obligations under the terms and conditions stated herein, for a period of one (1) year from acceptance or actual use in the field for gunshot location and detection of the ShotSpotter System, whichever occurs first, for GLS products and ninety (90) days of RDS products and (as to Software) for a period of one (1) year from installation of the Software (each, as applicable, the "Warranty Period") we warrant that the ShotSpotter System Components and Software (as defined herein) (collectively, the "Products") will be free of defects in materials, manufacturing and workmanship which materially impair the functioning of the ShotSpotter System purchased by you in substantial conformity with the specifications documentation accompanying the ShotSpotter System. During the applicable Warranty Period, we will, without cost to you, replace or repair any component of the ShotSpotter System Components or Software that we determine to be 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, 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, acceptance, testing, or integration services not actually performed by ShotSpotter; 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, co-channel, adjacent channel, spurious or other radiofrequency or electromagnetic interference caused by emissions from other transmitters or devices, or unknown or natural causes; loss or damage caused by misuse, training, criminal activity, civil unrest, terrorism or combat conditions explosion, nuclear radiation, release or electromagnetic pulse, hazardous materials release, lightning, electrical surge, theft, vandalism, tampering, animals, fire, impact, wind, flood, abrasion, liquid, or severe weather conditions; or other loss, damage, events, or circumstances outside ShotSpotter's reasonable control after installation and/or delivery. This warranty also DOES NOT include routine software support and maintenance for, or upgrades to, the Software. Extended warranty coverage, and support, maintenance and upgrades, are optional, and available in accordance with ShotSpotter's then-existing terms and conditions for such services.

This Limited Exclusive Warranty applies only to the original purchaser of a ShotSpotter System, and may not be assigned. 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 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, 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 any component of the Products; 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 Products are not designed or reasonably suited, 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, 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.

During the applicable Warranty Period, all labor and materials will be provided without charge to you. Products repaired or replaced by ShotSpotter under warranty will continue to be warranted according to the provisions of this Limited Warranty for the duration of the initial Warranty Period. Products 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 you after repair or replacement by the carrier and transportation method chosen by ShotSpotter on our standard shipping terms.

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.

## **J. IP Infringement; Exclusive Remedy**

Subject to the terms and conditions hereof, ShotSpotter agrees to defend and indemnify Customer (provided it is the actual End-user Customer of the ShotSpotter System) 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 ShotSpotter System and/or Software, when used in accordance with ShotSpotter's specifications and for the purposes intended, infringes any United States patent which was issued by the U.S. Patent and Trademark Office, or United States copyright which was registered by the U.S. Copyright Office, as of the effective date of Customer's agreement to purchase the ShotSpotter System.

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

Further provided, however, that this section shall not apply and ShotSpotter shall have no obligation to defend and indemnify Customer in the event the Customer or a reseller, integrator, service provider or supplier modifies, alters, substitutes, or supplements any of the 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, 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 purchaser the purchase price paid for the ShotSpotter System, less reasonable depreciation, without further liability to Customer or its supplier, 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 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.**

**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 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 SHOTSPOTTER SYSTEM IS NOT DESIGNED, SOLD, OR INTENDED TO BE USED TO DETECT, INTERCEPT, TRANSMIT OR RECORD ORAL OR OTHER COMMUNICATIONS OF ANY KIND, SHOTSPOTTER CANNOT**

CONTROL HOW THE 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 CONFORM 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 PERSONS.

FURTHER, REGARDLESS OF ANY PRIOR STATEMENTS, REPRESENTATIONS, OR COURSE OF DEALINGS BY ANY SHOTSPOTTER REPRESENTATIVES, WE DO NOT WARRANT OR REPRESENT, EXPRESSLY OR IMPLICITLY, THAT THE SHOTSPOTTER SYSTEM 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 DETECT AND PLOT THE LOCATION OF ALL FIREARM DISCHARGES WITHIN THE DESIGNATED COVERAGE AREA; 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.

**L. 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 J HEREOF, SHOTSPOTTER'S CUMULATIVE LIABILITY FOR ALL LOSSES, CLAIMS, SUITS, CONTROVERSIES, BREACHES OR DAMAGES FOR ANY CAUSE WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, THOSE ARISING OUT OF OR RELATED TO THIS AGREEMENT) AND REGARDLESS OF THE FORM OF ACTION OR LEGAL THEORY SHALL NOT EXCEED TWO TIMES THE AMOUNT PAID TO SHOTSPOTTER UNDER THIS AGREEMENT, OR THE AMOUNT OF INSURANCE MAINTAINED BY SHOTSPOTTER AVAILABLE TO COVER THE LOSS, WHICHEVER IS GREATER. THE FOREGOING LIMITATIONS SHALL APPLY WITHOUT REGARD TO ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDIES GIVEN HEREIN.

**M. Governing Law and Forum**

The validity, performance, and construction of this License shall be

governed by the laws of the United States of America and the State of Florida, as applicable, without giving effect to the conflict of law principles thereof. The United Nations Convention on Contracts for the International Sale of Goods is expressly disclaimed and shall not apply. If the parties disagree as to any matter governed by this License, then ShotSpotter and Customer shall promptly consult with one another and make diligent, good faith efforts to resolve the disagreement, by negotiation. Should the dispute not be resolvable within a reasonable time after commencement of such negotiations, it shall be mediated before one or more mediators mutually acceptable to both parties. Costs of mediation will be allocated as part of the resolution in mediation, but absent such resolution, shall be paid equally by the parties.

If such effort is unsuccessful, except as provided herein, any controversy or claim arising out of or relating to this License, or the breach thereof, or use of the ShotSpotter System, shall be settled by binding arbitration in Palm Beach County, Florida, in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator(s) shall have the right to render equitable, as well as other, awards and relief. The parties agree that the underlying agreement between the parties involves interstate commerce, and that, notwithstanding any choice of law provision in this agreement, any arbitration hereunder shall be governed by the Federal Arbitration Act. In addition to any other remedies to which it may be entitled, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs (including expert witness fees and costs) incurred in connection with enforcing its rights or defending itself.

TO THE EXTENT PERMITTED BY THE LAW OF THE FORUM, ALL PARTIES HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN ANY JUDICIAL

PROCEEDING INVOLVING ANY CLAIM RELATING TO OR ARISING UNDER THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN THE PARTIES HERETO.

Notwithstanding the foregoing or any other provision of any other agreement, ShotSpotter shall be entitled to seek temporary, preliminary and permanent injunctive and other equitable relief in a federal or state court located in a judicial district encompassing Palm Beach County, Florida, in the event that Customer violates or breaches, or threatens to violate or breach, the restrictions of the limited license granted to Customer, or otherwise violates or infringes, or threatens to violate or infringe, ShotSpotter's intellectual property, trade secret and/or proprietary or confidentiality rights, including, without limitation, exceeding the scope of the limited and restricted license rights granted in this License. Customer hereby expressly consents to submit to the jurisdiction of such Courts, and hereby waives and covenants not to object thereto, or to assert lack of personal jurisdiction, or that such Court is an improper venue or an inconvenient forum, in connection with such a proceeding. In addition to any other remedies to which it may be entitled, ShotSpotter shall be entitled to recover its reasonable attorneys' fees and costs (including expert witness fees and costs) incurred in connection with enforcing and protecting its rights in such an equitable proceeding.

**N. Severability and Interpretation**

If any provision, in whole or in part, of this License and the agreement or order to which they are appended is held invalid or unenforceable for any reason, the invalidity shall not affect the validity of the remaining provisions in the License, agreement and order, and there shall be substituted for the invalid provision a valid provision which most closely approximates the intent and economic effect of the invalid provision. No part of the License, agreement or order shall be interpreted in favor or against any party because such party or its counsel drafted the relevant provision. No course of dealing,

usage, custom of trade, or communication between the parties shall modify or alter any of the rights or obligations of the parties under this License.

## **O. Integration, Amendment and Waiver**

This License, and the agreement or order of which it is a part, together with any other exhibits or appendices thereto, constitute the entire understanding between ShotSpotter and you. No other documents or representations shall be used in interpreting it. Any and all written or oral agreements heretofore existing between the parties are expressly cancelled and/or superseded. Any other document, proposal, specification, statement of work, marketing collateral, or representation which may vary, amend or supplement these terms and conditions will not be binding unless agreed to in a writing signed by appropriate representatives of both ShotSpotter and Customer. No modification, variance, amendment or waiver of any part of such License, or agreement or order of which it is part, shall be binding upon either party, whether written, oral, or in any other medium, unless made in writing and signed by authorized representatives of both parties. All the parties' rights and duties are material and time is of the essence; no waiver of any rights hereunder shall be deemed effective unless in writing executed by the waiving party; no of either party's breach of any provision of this License shall constitute a waiver of any prior or subsequent breach of the same or any other provision and no failure to exercise, and no delay in exercising, any right(s) hereunder on either party's part shall operate as a waiver of any such right; all of the parties' rights are cumulative; and, no single or partial exercise of any right hereunder shall preclude further exercise of such right or any other right.

## **P. Benefit and Burden; Assignment**

Subject to the following provisions, this License shall be binding upon permitted successors and assigns and shall inure to the benefit of the parties and their respective permitted successors and assigns only.  
NOTWITHSTANDING THAT THE

SOFTWARE, ASSOCIATED SYSTEM, AND ITS OUTPUT DATA MAY BE USED FOR LAW ENFORCEMENT, PUBLIC SAFETY, AND FORCE PROTECTION PURPOSES, THERE ARE NO THIRD PARTY BENEFICIARIES INTENDED TO BENEFIT FROM THIS LICENSE. You may not assign or transfer this License, or any of the rights granted herein to you, in whole or in part, by operation of law or otherwise, without our express prior written consent. We may assign or transfer this License and our rights and obligations hereunder, in whole or in part, to any third party without the necessity of obtaining your consent. No assignee for the benefit of your creditors, custodian, receiver, trustee in bankruptcy, debtor in possession, sheriff or any other officer of a court, or other person charged with taking custody of your assets or business, shall have any right to continue or to assume or to assign this License without our express consent.

## **P. Compliance With Laws**

You shall comply with all applicable laws, statutes, and regulations relating to the sale, distribution, and use of the Products and the performance of your duties and obligations hereunder.

## **Q. Public Entity Crimes**

As provided in Sections 287.132-133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, we certify that we, our affiliates, suppliers, subcontractors and any other contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within thirty-Six (36) months immediately preceding the date hereof.

## SHOTSPOTTER ANNUAL SUPPORT AND MAINTENANCE AGREEMENT

This Annual Support and Maintenance Agreement ("Agreement") is made and entered into effective as of December 28, 2009, 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 the Riviera Beach Police Department, FL, a Law Enforcement Agency, having a place of business at 600 W. Blue Heron Blvd., Riviera Beach, FL 33404 ("Customer" or "you").

**WHEREAS:** Customer has purchased a ShotSpotter Gunshot Detection and Location System, which includes certain software, hardware, and wireless networking components ("System"); and

**WHEREAS:** Customer wishes to engage ShotSpotter to provide certain extended support and maintenance 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 number of years specified in the purchase order, commencing upon ShotSpotter's receipt of: (a) a duly-authorized Customer purchase order for the support and maintenance services enumerated herein; (b) an original of this Agreement and purchase order signed by an authorized agent of Customer; and (c) the full amount of the annual support and maintenance fees specified in the purchase

order, as is in effect at the time of receipt of the purchase order, and ending on last day of the month in which the term specified in the purchase order ends, unless sooner terminated in accordance with the provisions hereof. Receipt of payment constitutes acceptance of this agreement.

**B. Renewal** The term may be renewed for successive periods of one year each, and continuous support and maintenance coverage shall be available, in accordance with the following procedures. Unless the term is sooner terminated as provided herein, at least thirty (30) days prior to the expiration of the term then in effect, ShotSpotter may offer renewal by sending Customer an invoice for the annual support and maintenance fee then in effect. Any changes to the terms and conditions of this Agreement, services, and service levels shall be made only by mutual agreement of the parties before they 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 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 annual support and maintenance fees, 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. Lapsed Coverage** If Customer fails to renew in a timely manner and hence allows the Agreement to expire and the support and maintenance coverage hereunder to lapse, or fails to pay the annual support and

maintenance fee as and when due, then Customer may reinstate support and maintenance coverage by paying to ShotSpotter 150% of the then-prevailing support and maintenance fees for each and every year for which such fees were not paid in addition to the then-current maintenance fee for the upcoming one-year period.

**D. Initial Term Fees** The annual support and maintenance fees for the term shall be a sum equal to the fees specified in the purchase order. ShotSpotter shall provide notice of the fee for successive renewal terms to Customer a reasonable time prior to the expiration of the initial term.

## 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 will make reasonable efforts to 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 72 hours of receipt of the report.

### **B. Limited Extended Warranty**

During the term hereof, ShotSpotter warrants that the ShotSpotter System Components and Software (as defined herein) (collectively, the "Products") will be free of defects in materials, manufacturing and workmanship which materially impair the functioning of the ShotSpotter System purchased by you in substantial conformity with the specifications documentation accompanying the ShotSpotter System. During the term, we will, without cost to you for such services or parts, replace or repair any component of the Products we reasonably determine to be defective as to materials or workmanship.

The ShotSpotter System Components covered by this limited extended 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 extended 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, 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, acceptance, testing, or integration services not actually performed by ShotSpotter; 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; co-channel, adjacent channel, spurious or other radiofrequency or electromagnetic interference caused by emissions from other transmitters or devices, or unknown or natural causes; loss or damage caused by misuse, training, criminal activity, civil unrest, terrorism or combat conditions, explosion, nuclear radiation, release or electromagnetic pulse, hazardous materials release, lightning, electrical surge, theft, vandalism, tampering, animals, fire, impact, wind, flood, abrasion, liquid, or severe weather conditions; or other loss, damage, events, or circumstances outside ShotSpotter's reasonable 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 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.

Should we determine, in our reasonable discretion, that in the event of a non-warranty repair on-site inspection, removal, repair, replacement, or installation services will be required in fulfillment of this warranty, then, in addition to the support and maintenance fees hereunder, Customer agrees to reimburse ShotSpotter for the costs actually incurred by ShotSpotter personnel for lodging, travel and a per diem allowance not to exceed \$300 per person, per day, within thirty (30) days after the date of ShotSpotter's invoice.

Any services outside the scope of this extended warranty shall be performed by ShotSpotter pursuant to its standard labor rates and other terms and conditions then in effect (which are available on request), and shall be ordered by Customer pursuant to a duly-authorized invoice or purchase order.

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.

### **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, 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 nonstandard 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 one onsite training event per year (if then-current year's agreement is current) for up to one week. 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 Analyst.

**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 for all costs actually incurred by ShotSpotter personnel for lodging and travel, and in addition a per diem allowance not to exceed \$300 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 two (2) detailed incident reports per year 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 \$1,000 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 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, de-installation, 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, de-install, or use in connection with third party products, System components and software. Failure to comply with the obligations of this section will void the extended warranty provided herein.

E. If a component or System appears to be defective, Customer must immediately inform ShotSpotter or its authorized Integrator.

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. Any such use shall void the extended warranty.

I. ShotSpotter or its representatives may, at reasonable times on 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 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 (provided it is the actual End-user Customer of the ShotSpotter System) 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 ShotSpotter System and/or Software, when used in accordance with ShotSpotter's specifications and for the purposes intended, infringes any United States patent which was issued by the U.S. Patent and Trademark Office, or United States copyright which was registered by the U.S. Copyright Office, as of the effective date of Customer's agreement to purchase the ShotSpotter System.

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

Further provided, however, that this section shall not apply and ShotSpotter shall have no obligation to defend and indemnify Customer in the event the Customer or a reseller, integrator, service provider or supplier modifies, alters,

substitutes, or supplements any of the 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, 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 purchaser the purchase price paid for the ShotSpotter System, less reasonable depreciation, without further liability to Customer or its supplier, 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 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.

**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 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 SHOTSPOTTER SYSTEM IS NOT DESIGNED, SOLD, OR INTENDED TO BE USED TO DETECT, INTERCEPT, TRANSMIT OR RECORD ORAL OR OTHER COMMUNICATIONS OF ANY KIND, SHOTSPOTTER CANNOT CONTROL HOW THE 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 CONFORM 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 PERSONS.

FURTHER, REGARDLESS OF ANY PRIOR STATEMENTS, REPRESENTATIONS, OR COURSE OF DEALINGS BY ANY SHOTSPOTTER REPRESENTATIVES, WE DO NOT WARRANT OR REPRESENT, EXPRESSLY OR IMPLICITLY, THAT THE SHOTSPOTTER SYSTEM 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 DETECT AND PLOT THE LOCATION OF ALL FIREARM DISCHARGES WITHIN THE DESIGNATED COVERAGE AREA; 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.

## 6. TERMINATION

A. ShotSpotter may terminate this Agreement, if Customer breaches or violates any of the terms of this Agreement, and fails to cure the breach or violation within fifteen (15) days after notice from ShotSpotter, or immediately if Customer fails to timely pay any sums it owes to ShotSpotter or resellers or distributors of any System component. In the event of termination by ShotSpotter under this section, no prorated rebate or refund of support and maintenance fees will be given, and, in order to restore support and maintenance coverage, Customer will be responsible for payment of the lapsed coverage fees set forth in section 1(C) hereof.

B. Either party may terminate this

Agreement, upon written notice, if the other party becomes insolvent or bankrupt.

## 7. PROTECTION OF CONFIDENTIAL

INFORMATION. Unless you obtain prior written consent from us you shall not reproduce, use for purposes other than those expressly permitted herein, disclose, sell, license, afford access to, distribute, or disseminate any information: concerning the ShotSpotter System obtained in connection with the System purchase, installation or operation, and designated by us from time to time as confidential; ShotSpotter System documentation, use and operations manuals; and output data created or compiled by the ShotSpotter System (collectively, "Confidential Information"). You 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 you use to secure and protect your own confidential information.

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 party's addresses may be changed by written notice to the other party as provided herein.

9. FORCE MAJEURE. In no event shall ShotSpotter be liable for any delay or default in its performance of any obligation under this or any other agreement caused directly or indirectly by an act or omission of Customer, or persons acting under its direction and/or control, fire, flood, act of God, an act or

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

**10. DEFAULT; REMEDIES.** Upon the occurrence of any default by or breach of Customer's obligations, we may at our option, effective immediately, either: (i) terminate our future obligations under this agreement, terminate your License to use the ShotSpotter System, ShotSpotter System Components and Software, repossess the Software and any components not yet paid for in full, and proceed in any lawful manner against you for collection of all charges that have accrued and are due and payable, in which case this agreement shall terminate as soon as your obligations to us are satisfied, or (ii) accelerate and declare immediately due and payable all remaining charges for the remainder of the agreement and proceed in any lawful manner to obtain satisfaction of the same. In either case, you

shall also be responsible for paying costs and reasonable attorneys' fees incurred by or on behalf of us in enforcing our rights, as well as applicable repossession, shipping, repair and refurbishing costs.

## **11. 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 4 HEREOF, SHOTSPOTTER'S CUMULATIVE LIABILITY FOR ALL LOSSES, CLAIMS, SUITS, CONTROVERSIES, BREACHES OR DAMAGES FOR ANY CAUSE WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, THOSE ARISING OUT OF OR RELATED TO THIS AGREEMENT) AND REGARDLESS OF THE FORM OF ACTION OR LEGAL THEORY SHALL NOT EXCEED TWO TIMES THE AMOUNT PAID TO SHOTSPOTTER UNDER THIS AGREEMENT, OR THE AMOUNT OF INSURANCE MAINTAINED BY SHOTSPOTTER AVAILABLE TO COVER THE LOSS, WHICHEVER IS GREATER. THE FOREGOING LIMITATIONS SHALL APPLY WITHOUT REGARD TO ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDIES GIVEN HEREIN.**

### 12. GENERAL

**A. No Agency.** Neither ShotSpotter nor any of its employees is an agent or representative of Customer, and the Customer is solely responsible for obtaining any required authorizations from any governmental agency, body or commission and for compliance therewith.

**B. Compliance with Laws.** You shall comply with all applicable laws, statutes and regulations relating to the sale, distribution, and use of the Products and the performance of your duties and obligations hereunder.

**C. Severability and Interpretation.** If any provision, in whole or in part, of this Annual Support and Maintenance Agreement and the agreement or order to which they are appended is held invalid or unenforceable for any reason, the invalidity shall not affect the validity of the remaining provisions of these Annual Support and Maintenance Agreement, agreement and order, and there shall be substituted for the invalid provision a valid provision which most closely approximates the intent and economic effect of the invalid provision. No part of Annual Support and Maintenance Agreement, agreement or order shall be interpreted in favor or against any party because such party or its counsel drafted the relevant provision. No course of dealing, usage, custom of trade or communication between the parties shall modify or alter any of the rights or obligations of the parties under these Annual Support and Maintenance Agreement.

**D. Integration, Amendment and Waiver.** This Annual Support and Maintenance Agreement, and the agreement or order of

which it is a part, together with any other exhibits or appendices thereto, constitute the entire understanding between ShotSpotter and you. No other documents or representations shall be used in interpreting it. Any and all written or oral agreements heretofore existing between the parties are expressly cancelled and/or superseded. Any other document, proposal, specification, statement of work, marketing collateral, or representation which may vary, amend or supplement these terms and conditions will not be binding unless agreed to in a writing signed by appropriate representatives of both ShotSpotter and Customer. No modification, variance, amendment or waiver of any part of such Annual Support and Maintenance Agreement, or agreement or order of which it is part, shall be binding upon either party, whether written, oral, or in any other medium, unless made in writing and signed by authorized representatives of both parties. All the parties' rights and duties are material and time is of the essence; no waiver of any rights hereunder shall be deemed effective unless in writing executed by the waiving party; no of either party's breach of any provision of this Annual Support and Maintenance Agreement shall constitute a waiver of any prior or subsequent breach of the same or any other provision, and no failure to exercise, and no delay in exercising, any right(s) hereunder on either party's part shall operate as a waiver of any such right; all of the parties' rights are cumulative; and, no single or partial exercise of any right hereunder shall preclude further exercise of such right or any other right.

**E. Benefit and Burden; Assignment.** Subject to the following provisions, these Annual

Support and Maintenance Agreement and the agreement or order of which they are a part shall be binding upon permitted successors and assigns and shall inure to the benefit of the parties and their respective permitted successors and assigns only.

**NOTWITHSTANDING THAT THE SOFTWARE, ASSOCIATED SYSTEM, AND ITS OUTPUT DATA MAY BE USED FOR LAW ENFORCEMENT, MILITARY, PUBLIC SAFETY, AND FORCE PROTECTION PURPOSES, THERE ARE NO THIRD PARTY BENEFICIARIES INTENDED TO BENEFIT FROM THESE GENERAL TERMS AND CONDITIONS OF SALE, OR THE AGREEMENT OR ORDER OF WHICH THEY ARE A PART.**

Customer may not assign or transfer these Annual Support and Maintenance Agreement, or the agreement or order of which they are a part, or any of the rights granted therein, in whole or in part, by operation of law or otherwise, without ShotSpotter's express prior written consent. ShotSpotter may assign or transfer these Annual Support and Maintenance Agreement and ShotSpotter's rights and obligations hereunder, in whole or in part, to any third party without the necessity of obtaining Customer's consent. No assignee for the benefit of Customer's creditors, custodian, receiver, trustee in bankruptcy, debtor in possession, sheriff or any other officer of a court, or other person charged with taking custody of Customer's assets or business, shall have any right to continue or to assume or to assign these without our express consent.

**F. Public Entity Crimes**

As provided in Sections 287.132-133, Florida Statutes, by entering into this Agreement or performing any work in furtherance thereof, we certify that we, our affiliates, suppliers, subcontractors, and any other contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida

Department of Management Services within the thirty-six (36) months immediately preceding the date hereof.

**G. Choice of Law and Dispute Resolution.**

The validity, performance, and construction of this agreement shall be governed by the laws of the United States of America and the State of Florida, as applicable, without giving effect to the conflict of law principles thereof. The United Nations Convention on Contracts for the International Sale of Goods is expressly disclaimed and shall not apply. If the parties disagree as to any matter governed by these Annual Support and Maintenance Agreement, then ShotSpotter and Customer shall promptly consult with one another and make diligent, good faith efforts to resolve the disagreement, by negotiation. Should the dispute not be resolvable within a reasonable time after commencement of such negotiations, it shall be mediated before one or more mediators mutually acceptable to both parties. Costs of mediation will be allocated as part of the resolution in mediation, but absent such resolution, shall be paid equally by the parties.

If such effort is unsuccessful, except as provided herein, any controversy or claim arising out of or relating to these Annual Support and Maintenance Agreement, or the breach thereof, or use of the ShotSpotter System, shall be settled by binding arbitration in Palm Beach County, Florida, in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator(s) shall have the right to render equitable, as well as other, awards and relief. The parties agree that the underlying agreement between the parties involves

interstate commerce, and that, notwithstanding any choice of law provision in this agreement, any arbitration hereunder shall be governed by the Federal Arbitration Act. In addition to any other remedies to which it may be entitled, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs (including expert witness fees and costs) incurred in connection with enforcing its rights or defending itself.

**TO THE EXTENT PERMITTED BY THE LAW OF THE FORUM, ALL PARTIES IRREVOCABLY WAIVE ANY AND ALL RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING ANY CLAIM RELATING TO OR ARISING UNDER THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN THE PARTIES HERETO.**

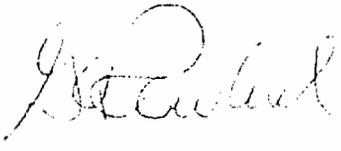
Notwithstanding the foregoing or any other provision of any other agreement, ShotSpotter shall be entitled to seek temporary, preliminary

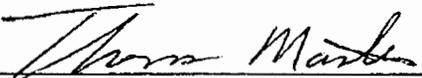
and permanent injunctive and other equitable relief in a federal or state court located a judicial district encompassing Palm Beach County, Florida, in the event that Customer violates or breaches, or threatens to violate or breach, the restrictions of the limited license granted to Customer, or otherwise violates or infringes, or threatens to violate or infringe, ShotSpotter's intellectual property, trade secret and/or proprietary or confidentiality rights, including, without limitation, exceeding the scope of the limited and restricted license rights granted in the License. Customer hereby expressly consents to submit to the jurisdiction of such Courts, and hereby waives and covenants not to object thereto, or to assert lack of personal jurisdiction, or that such Court is an improper venue or an inconvenient forum, in connection with such a proceeding. In addition to any other remedies to which it may be entitled, ShotSpotter shall be entitled to recover its reasonable attorneys' fees and costs (including expert witness fees and costs) incurred in connection with enforcing and protecting its rights in such an equitable proceeding

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

SHOTSPOTTER, INC.

Riviera Beach Police Department, FL

By:   
(Authorized Signature)

By:   
(Authorized signature)

Name: Gregg Rowland \_\_\_\_\_

Name: \_\_\_\_\_

Title: SVP Sales and Marketing \_\_\_\_\_

Title: \_\_\_\_\_

Date: December 28, 2009

Date: \_\_\_\_\_

REVIEWED FOR LEGAL SUFFICIENCY

By: \_\_\_\_\_

  
CITY ATTORNEY

Name: \_\_\_\_\_

CITY OF RIVIERA BEACH

Date: \_\_\_\_\_

Title: \_\_\_\_\_

12-28-09

DATE:

**RESOLUTION NO. 5-10**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A THREE (3) YEAR INTERLOCAL AGREEMENT TO PROVIDE POLICE SERVICES TO THE PORT OF PALM BEACH; COMMENCING JANUARY 6, 2010 TO SEPTEMBER 30, 2013, AUTHORIZING THE FINANCE DIRECTOR TO ACCEPT QUARTERLY PAYMENTS IN AN AMOUNT OF \$31,185.98 FOR THE TOTAL AMOUNT OF \$124,743.91; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the City of Riviera Beach provides Law Enforcement Services to the public through the City of Riviera Beach Police Department; and,

**WHEREAS**, the Port of Palm Beach is in need of Police Services to meet the minimum standards of Florida Statutes Section 311.12, relating to seaport security; and

**WHEREAS**, the City of Riviera Beach is willing and able to provide these needed services to the Port of Palm Beach for a period of three years for a reasonable fee; and

**WHEREAS**, the Port of Palm Beach agrees to pay quarterly payments in the amount of \$31,185.98 for an annual total amount of \$124,743.91 to the City of Riviera Beach for Police Services; and

**WHEREAS**, the current inter-local Agreement expired on August 15, 2009, after which time the City and Port maintained a month to month relationship until a new contract is brought forward;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, FLORIDA:**

**Section 1:** That the Mayor and City Clerk are authorized to execute the attached Inter-local Agreement with the Port of Palm Beach for the provision of Police Services for a period of three (3) years.

**Section 2:** That the Finance Director is authorized to accept payments in the quarterly amount of \$31,185.98, totaling \$124,743.91 per year for three (3) years for Police Services, and up to \$15,000.00 associated with the acquisition, care, and maintenance of the K-9s used to patrol the Port.

RESOLUTION NO. 5-10  
PAGE 2

**Section 3:** The effective date of the Inter-local Agreement shall be that date on which the last party has executed this Agreement.

**Section 4:** This Resolution shall be effective upon its passage and approval.

(The remainder of this page left intentionally blank.)

RESOLUTION NO. 5-10  
PAGE 3

PASSED and APPROVED this 6 day of January, 2010.

APPROVED:

Thomas A. Masters  
THOMAS A. MASTERS  
MAYOR

Dawn S. Pardo  
DAWN S. PARDO  
CHAIRPERSON

ATTEST:

Carrie E. Ward  
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK

Judy L. Davis  
JUDY L. DAVIS  
CHAIR PRO TEM

Billie E. Brooks  
BILLIE E. BROOKS  
COUNCILPERSON

Tonya Davis Johnson  
TONYA DAVIS JOHNSON  
COUNCILPERSON

Shelby L. Lowe  
SHELBY L. LOWE  
COUNCILPERSON

MOTIONED BY: Davis

SECONDED BY: Davis Johnson

D. PARDO Aye

J. DAVIS Aye

B. BROOKS Aye

T. DAVIS-JOHNSON Aye

S. LOWE Aye

REVIEWED AS TO LEGAL SUFFICIENCY

Pamala Hanna Ryan  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 12-30-09

RESOLUTION NO. 6-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH PALM BEACH COUNTY TO ACCEPT VOUCHERS FROM THE COUNTY'S DROWNING PREVENTION COALITION PROGRAM FOR REDEMPTION FOR PAYMENT OF SWIMMING LESSONS PROVIDED BY PARKS AND RECREATION DEPARTMENT; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the City of Riviera Beach offers swimming lessons to individuals for a fee; and

**WHEREAS**, the Palm Beach County Drowning Prevention Coalition Program offers vouchers for redemption for such swimming lessons; and

**WHEREAS**, the City of Riviera Beach desires to accept the vouchers redeemed for payment for swimming lessons to individuals.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AS FOLLOWS:**

**SECTION 1.** That the City Council hereby authorizes the Mayor and City Clerk to execute the Agreement with Palm Beach County to accept vouchers to be redeemed for payment for swimming lessons to individuals.

**SECTION 2.** That this Resolution shall take effect upon its passage and approval by the City Council.

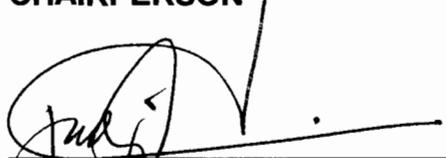
PASSED AND APPROVED this 20 day of January, 2010.

APPROVED:

  
THOMAS A. MASTERS  
MAYOR

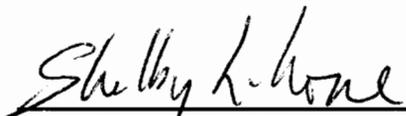
  
DAWN S. PARDO  
CHAIRPERSON

ATTEST:  
  
CARRIE E. WARD,  
MASTER MUNICIPAL CLERK  
CITY CLERK

  
JUDY L. DAVIS  
CHAIR PRO TEM

  
BILLIE E. BROOKS  
COUNCILPERSON

  
TONYA DAVIS JOHNSON  
COUNCILPERSON

  
SHELBY L. LOWE  
COUNCILPERSON

MOTIONED BY: J. Davis  
SECONDED BY: B. Brooks

D. PARDO \_\_\_\_\_ aye

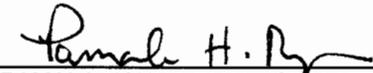
J. DAVIS \_\_\_\_\_ aye

B. BROOKS \_\_\_\_\_ aye

T. DAVIS \_\_\_\_\_ aye

S. LOWE \_\_\_\_\_ aye

REVIEWED AS TO LEGAL SUFFICIENCY

  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 12/13/10

RESOLUTION NO. 7-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A FIVE YEAR INTERLOCAL AGREEMENT WITH THE TOWN OF PALM BEACH SHORES TO PROVIDE EMERGENCY MEDICAL SERVICES AND SUPPLEMENTAL FIRE PROTECTION SERVICES; THE CITY OF RIVIERA BEACH AGREES TO PROVIDE EMERGENCY MEDICAL SERVICES FOR THE AMOUNT OF \$202,872.00 AND SUPPLEMENTAL FIRE PROTECTION SERVICES FOR THE AMOUNT OF \$86,945.00 FOR THE FIRST YEAR EFFECTIVE MARCH 1, 2010; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, Section 163.01, Florida Statutes, allows governmental units to make the most use of their powers by enabling them to cooperate with other municipalities on a basis of mutual advantage; and

**WHEREAS**, at this time, Palm Beach Shores is unable to provide emergency medical services itself and a need exists to supplement its normal day to day volunteer fire service and;

**WHEREAS**, the City of Riviera Beach provides Emergency Medical Services and Fire Protection Services to the citizens of the City of Riviera Beach; and

**WHEREAS**, the City of Riviera Beach is willing and able to provide these needed services to Palm Beach Shores for a reasonable fee; and

**WHEREAS**, this agreement shall be implemented on March 1, 2010.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, FLORIDA, THAT:**

**Section 1:** The Mayor and City Clerk are authorized to execute a five (5) year Interlocal Agreement with the Town of Palm Beach Shores made a part of this resolution for the provisions of Emergency Medical and Supplemental Fire Protection Services. The costs are already included in the budget for 2010.

**Section 2:** The Finance Department is authorized to accept payment in the amount of \$202,872.00 for the provisions of Emergency Medical Services and \$86,945.00 for supplemental fire protection services for the first year. Subsequent increases to the annual fee will occur annually at a rate of 3 percent on March 1 of each year.

RESOLUTION NO. 7-10  
PAGE 2

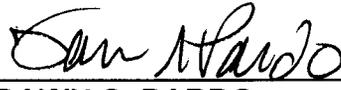
**Section 3:** That this resolution shall take affect upon its passage by the City Council.

**THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

PASSED and APPROVED this 20 day of January, 2010.

APPROVED:

  
THOMAS A. MASTERS  
MAYOR

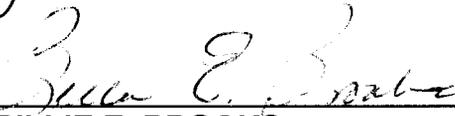
  
DAWN S. PARDO  
CHAIRPERSON

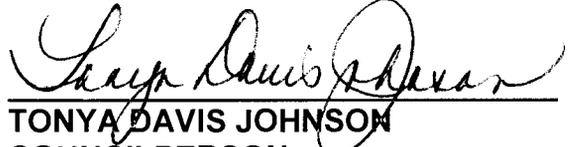
(MUNICIPAL SEAL)

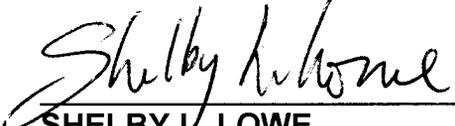
  
JUDY L. DAVIS  
CHAIR PRO TEM

ATTEST:

  
CARRIE E. WARD,  
MASTER MUNICIPAL CLERK  
CITY CLERK

  
BILLIE E. BROOKS  
COUNCILPERSON

  
TONYA DAVIS JOHNSON  
COUNCILPERSON

  
SHELBY L. LOWE  
COUNCILPERSON

MOTIONED BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

B. BROOKS: aye

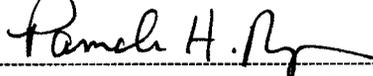
J. DAVIS: aye

T. JOHNSON: aye

D. PARDO: aye

S. LOWE: aye

REVIEWED AS TO LEGAL SUFFICIENCY

  
PAMALA HANNA RYAN, CITY ATTORNEY

Date: 1/12/10

RESOLUTION NO 8-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH AND THE FLORIDA DEPARTMENT OF TRANSPORTATION TO SUBORDINATE CITY'S UTILITY INTERESTS IN A CERTAIN PARCEL OF LAND ON SR 708; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the State of Florida Department of Transportation proposes to improve State Road No. 708 (Blue Heron Boulevard), Item/Segment No. 4170622, Section No. 93012-2502, in Palm Beach County, Florida; and

**WHEREAS**, it is necessary that certain easement rights now owned by the City of Riviera Beach be subordinated to the rights of the State of Florida Department of Transportation to effectuate the improvements; and

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AS FOLLOWS:**

**SECTION 1.** That the application of the State of Florida Department of Transportation for a subordination of utility interest, or interests of property located at SR 708 is for transportation purposes which are in the public or community interest and for public welfare.

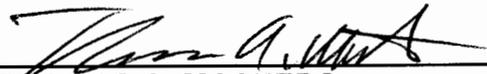
**SECTION 2.** That the Mayor and City Clerk are authorized to execute the "Subordination of Utility City Interest" agreement.

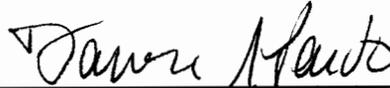
**SECTION 3.** That a certified copy of this Resolution be forwarded forthwith to the State of Florida Department of Transportation at 3400 W. Commercial Boulevard, Ft. Lauderdale, Florida 33309, for recordation in the Public Records.

**SECTION 4.** That this Resolution shall take effect upon its passage.

PASSED and APPROVED on 20 day of January, 2010.

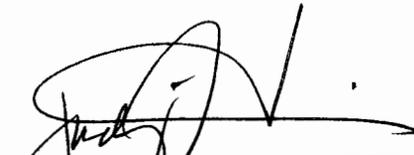
APPROVED:

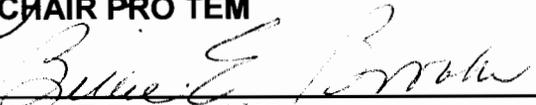
  
\_\_\_\_\_  
THOMAS A. MASTERS  
MAYOR

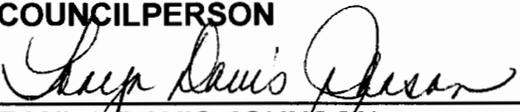
  
\_\_\_\_\_  
DAWN S. PARDO  
CHAIRPERSON

ATTEST:

  
\_\_\_\_\_  
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK

  
\_\_\_\_\_  
JUDY L. DAVIS  
CHAIR PRO TEM

  
\_\_\_\_\_  
BILLIE E. BROOKS  
COUNCILPERSON

  
\_\_\_\_\_  
TONYA DAVIS JOHNSON  
COUNCILPERSON

  
\_\_\_\_\_  
SHELBY L. LOWE  
COUNCILPERSON

MOTIONED BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

B. BROOKS      aye

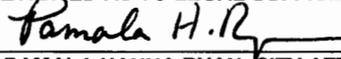
J. DAVIS        aye

T. JOHNSON    aye

D. PARDO      aye

S. LOWE        aye

REVIEWED AS TO LEGAL SUFFICIENCY

  
\_\_\_\_\_  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 1/17/10

RESOLUTION NO. 9-10

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AMENDMENT 001 TO THE AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH AND PALM BEACH COUNTY EXTENDING THE COMPLETION DATE FOR THE WEST 23<sup>RD</sup> STREET PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the agreement between the City of Riviera Beach and Palm Beach County for Reconstruction of West 23<sup>rd</sup> Street expires on January 31, 2010; and

**WHEREAS**, the work on West 23<sup>rd</sup> Street will be completed by February 10, 2010; and

**WHEREAS**, The City and Palm Beach County desire to amend the said agreement and extend the completion date to April 30, 2010.

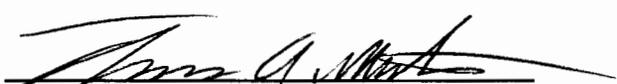
**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AS FOLLOWS:**

**SECTION 1.** The Mayor and City Clerk are authorized to execute amendment 001 to the agreement for the West 23<sup>rd</sup> Street project.

**SECTION 2.** This resolution shall take effect immediately upon approval by the City Council.

**PASSED AND APPROVED** this 20 day of January, 2010.

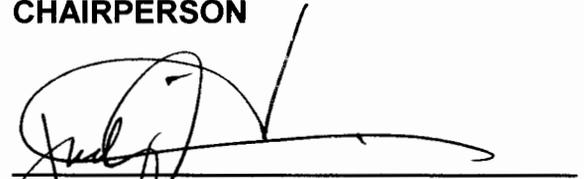
APPROVED:

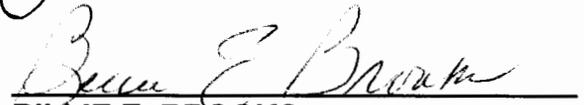
  
THOMAS A. MASTERS  
MAYOR

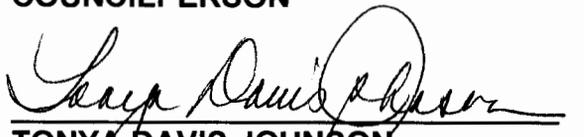
  
DAWN S. PARDO  
CHAIRPERSON

ATTEST:

  
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK

  
JUDY L. DAVIS  
CHAIR PRO TEM

  
BILLIE E. BROOKS  
COUNCILPERSON

  
TONYA DAVIS JOHNSON  
COUNCILPERSON

  
SHELBY L. LOWE  
COUNCILPERSON

MOTIONED BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

B. BROOKS                aye    

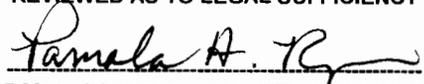
J. DAVIS                 aye    

T. JOHNSON            aye    

D. PARDO               aye    

S. LOWE                 aye    

REVIEWED AS TO LEGAL SUFFICIENCY

  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 1/11/10

**RESOLUTION NO. 10-10**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE PURCHASING DIRECTOR TO PUBLICLY SOLICIT QUALIFICATIONS FOR PROFESSIONAL ARCHITECTURAL DESIGN SERVICES FOR THE CONSTRUCTION OF A NEW PUBLIC WORKS COMPLEX; AUTHORIZING THE PURCHASING DIRECTOR TO SOLICIT OFFERS, ESTABLISH THE EVALUATION CRITERIA AND CONDUCT THE EVALUATION PROCESS IN ACCORDANCE WITH FLORIDA STATUTES 287.055, "THE CONSULTANTS' COMPETITIVE NEGOTIATION ACT"; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City's existing Public Works facility is more than 40 years old and is very poor condition; and

**WHEREAS**, the Riviera Beach City Council has established the replacement of the existing facility as an essential priority vital to providing a safe and productive work environment for City employees; and

**WHEREAS**, the City Council has authorized five- million (\$5,000,000) dollars for a new Public Works facility in the fiscal year 2010 capital budget; and

**WHEREAS**, the provisions of the City's Procurement Ordinance (2412) and Florid Statues 287.055 require such services to be publicly solicited and acquired through a competitive qualifications process.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, FLORIDA THAT:**

**SECTION 1.** The City Council hereby authorizes the Purchasing Director to solicit qualifications from professional design teams in accordance with the requirements of Florida Statues 287.055," The Consultants' Competitive Negotiation Act".

**SECTION 2.** This Resolution shall take effect upon its passage and approval by the City Council.

APPROVED:

  
THOMAS A. MASTERS  
MAYOR

  
DAWN S. PARDO  
CHAIRPERSON

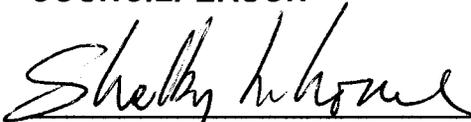
ATTEST:

  
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK

  
JOBY E. DAVIS  
CHAIR PRO TEM

  
BILLIE E. BROOKS  
COUNCILPERSON

  
TONYA DAVIS JOHNSON  
COUNCILPERSON

  
SHELBY L. LOWE  
COUNCILPERSON

MOTIONED BY: B. Brooks

SECONDED BY: J. Davis

T. JOHNSON aye

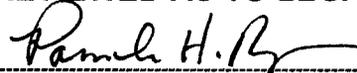
D. PARDO aye

J. DAVIS aye

B. BROOKS aye

S. LOWE aye

REVIEWED AS TO LEGAL SUFFICIENCY

  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 1/12/10

RESOLUTION NO. 11-10

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH AND THE PALM BEACH COUNTY SUPERVISOR OF ELECTIONS OFFICE FOR VOTE PROCESSING EQUIPMENT USE AND ELECTIONS SERVICES COMMENCING JANUARY 1, 2010 THROUGH DECEMBER 31, 2010; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Palm Beach County League of Cities on behalf of its municipal members between their "Ad Hoc Committee on Municipal Elections", the Palm Beach County "Supervisor of Elections", and representing attorneys met and finalized a negotiated agreement spelling out all duties, responsibilities, and fees associated with hosting local municipal elections.

**WHEREAS**, the Palm Beach County League of Cities cannot obligate the City of Riviera Beach to this agreement; however, the committee attempted to clarify and negotiate best practices and reasonable considerations for this purpose; and

**WHEREAS**, the City of Riviera Beach conducts its municipal election on the second Tuesday of March which ensures cost sharing amongst municipalities for costs incurred by the Palm Beach County Supervisor of Elections Office.

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, as follows:**

**SECTION 1.** The City of Riviera Beach City Council hereby approves the agreement with the Palm Beach County Supervisor of Elections Office for vote processing equipment use and election services commencing January 1, 2010 through December 31, 2010 with subsequent renewals being done by way of resolution.

**SECTION 2.** The Mayor and City Clerk are hereby authorized to execute said agreement.

**SECTION 3.** This resolution shall take effect immediately upon its approval.

PASSED AND APPROVED this 20 day of January, 2010.

APPROVED:

  
THOMAS A. MASTERS  
MAYOR

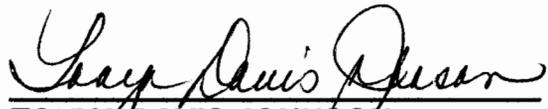
  
DAWN S. PARDO  
CHAIRPERSON

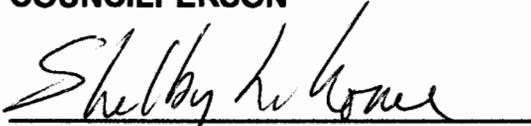
(MUNICIPAL SEAL)

  
JUDY L. DAVIS  
CHAIR PRO-TEM

ATTEST:   
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK

  
BILLIE E. BROOKS  
COUNCILPERSON

  
TONYA DAVIS JOHNSON  
COUNCILPERSON

  
SHELBY L. LOWE  
COUNCILPERSON

RESOLUTION NO. 11-10  
PAGE 3

MOTIONED BY: J. Davis

SECONDED BY: T. Johnson

D. PARDO: aye

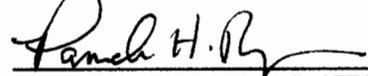
J. DAVIS: aye

B. BROOKS aye

T. DAVIS JOHNSON aye

S. LOWE: aye

REVIEWED AS TO LEGAL SUFFICIENCY

  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 1/13/10

RESOLUTION NO. 12-10

RESOLUTION FAILED JANUARY 20, 2010

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA REQUESTING AUTHORIZATION TO TERMINATE GRANT AGREEMENTS BETWEEN THE CITY OF RIVIERA BEACH AND THE PALM BEACH METROPOLITAN PLANNING ORGANIZATION (MPO) FOR FUNDS IN THE AMOUNT OF \$100,000.00 WITH A REQUIRED MATCH OF \$9,515.00 FOR A WATER TAXI STOP UNDER THE JERRY THOMAS BRIDGE (BLUE HERON BOULEVARD) AND IN THE AMOUNT OF \$96,910.00 FOR A WATER TAXI STOP AT THE CITY'S MARINA; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach has experienced difficulties in obtaining permits, approvals and budget issues for the water taxi stop under the Jerry Thomas Bridge (Blue Heron Blvd.); and

WHEREAS, Staff's cost-benefit-analysis does not support constructing a water taxi stop at the City's Marina; and

WHEREAS, the City's staff desires to terminate Grant Agreements between the City of Riviera Beach and the Palm Beach Metropolitan Planning Organization (MPO) for funds in the amount of \$100,000.00 with a required match of \$9,515.00 for a water taxi stop under the Jerry Thomas Bridge and funds in the amount of \$96,910.00 for a water taxi stop at the City's Marina; and

WHEREAS, the City has expended and received reimbursements in the amount of \$7,792.00, which must be repaid to the MPO.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA as follows:

SECTION 1. That staff is hereby authorized to forward correspondence to the MPO terminating the Grant Agreements between the City and the Palm Beach MPO for funds in the amount of \$100,000.00 with a required match of \$9,515.00 for a water taxi stop under the Jerry Thomas Bridge and funds in the amount of \$96,910.00 and for a water taxi stop at the City Marina.

SECTION 2. That the Finance Director is authorized to forward a repayment to the MPO in the amount of \$7,792.00.

SECTION 3. This resolution shall take effect immediately upon its passage.

RESOLUTION NO. 12-10

PAGE 2

*Failed.*

PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

APPROVED: RESOLUTION FAILED

\_\_\_\_\_  
THOMAS A. MASTERS  
MAYOR

(MUNICIPAL SEAL)

\_\_\_\_\_  
DAWN S. PARDO  
CHAIRPERSON

\_\_\_\_\_  
JUDY L. DAVIS  
CHAIR PRO-TEM

\_\_\_\_\_  
BILLIE E. BROOKS  
COUNCILPERSON

ATTEST

\_\_\_\_\_  
TONYA DAVIS JOHNSON  
COUNCILPERSON

\_\_\_\_\_  
CARRIE E. WARD,  
MASTER MUNICIPAL CLERK  
CITY CLERK

\_\_\_\_\_  
SHELBY L. LOWE  
COUNCILPERSON

MOTIONED BY: T. Johnson

SECONDED BY: J. Davis

D. PARDO: nay

J. DAVIS: nay

B. BROOKS: nay

T. JOHNSON: nay

S. LOWE: nay

REVIEWED AS TO LEGAL SUFFICIENCY

*Pamela H. Ryan*  
\_\_\_\_\_  
PAMALA HANNA RYAN, CITY ATTORNEY

Date 1/13/10

01/12/10

RESOLUTION NO. 130

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A WORK ORDER WITH JORDAN JONES AND GOULDING (JJ&G) OF PALM BEACH GARDENS, FLORIDA, NOT TO EXCEED \$433,400.00 FOR THE PURPOSE OF COMPLETING THE DESIGN, ENGINEERING, AND PERMIT APPLICATION FOR THE REPLACEMENT OF THE MARINA DOCKS AND THE DESIGN, ENGINEERING, AND CONSTRUCTION DOCUMENT AND SERVICES FOR THE REPLACEMENT OF THE BULKHEAD AT THE RIVIERA BEACH MUNICIPAL MARINA; AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT FROM THE PALM BEACH COUNTY WATER ACCESS GRANT #424-0000-543-6-3103 AND THE FLORIDA INLAND NAVIGATIONAL DISTRICT GRANT #425-0000-543-1-3103; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Riviera Beach was awarded an extension to the \$5 million in Palm Beach County Public Water Access Grant with a substantial completion date of October, 2011, and a Florida Inland Navigational District Grant in the amount of \$475,000.00 with a completion date of September 1, 2011; and

**WHEREAS**, the Riviera Beach Marina requires substantial repairs and redevelopment in order to operate a competitive, safe and attractive Marina; and

**WHEREAS**, the design, engineering and permitting of the project(s) are necessary in order to proceed with the development of the Marina District.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:**

**SECTION 1.** That the City Council approves the work order with Jordan, Jones and Goulding Inc. (JJ&G), per the attached scope of services.

RESOLUTION NO. \_\_\_\_\_  
Page 2

**SECTION 2.** The Finance Director is authorized to appropriate funds from the Palm Beach Water Access Grant funds account number 424-0000-543-6-3103, with the payment being made the same.

**SECTION 3.** That the City Manager is authorized to approve change orders not to exceed ten percent (10%) of the work order amount.

**SECTION 4.** This Resolution shall become effective upon its passage and approval by City Council.

PASSED AND APPROVED this tabled. day of \_\_\_\_\_, 2010

**[The remainder of this page left blank intentionally]**

RESOLUTION NO. \_\_\_\_\_  
Page 3

APPROVED:

\_\_\_\_\_  
THOMAS A. MASTERS  
MAYOR

\_\_\_\_\_  
DAWN S. PARDO  
CHAIRPERSON

ATTEST:

\_\_\_\_\_  
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK

\_\_\_\_\_  
JUDY L. DAVIS  
CHAIR PRO TEM

\_\_\_\_\_  
BILLIE E. BROOKS  
COUNCILPERSON

\_\_\_\_\_  
TONYA DAVIS JOHNSON  
COUNCILPERSON

\_\_\_\_\_  
SHELBY L. LOWE  
COUNCILPERSON

MOTIONED BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

B. BROOKS \_\_\_\_\_

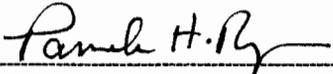
J. DAVIS \_\_\_\_\_

T. JOHNSON \_\_\_\_\_

D. PARDO \_\_\_\_\_

S. LOWE \_\_\_\_\_

REVIEWED AS TO LEGAL SUFFICIENCY

  
\_\_\_\_\_  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 1/16/10