

CONTRACT FOR INDEPENDENT CONTRACTOR SERVICES  
BETWEEN THE  
CITY OF RENO, ON BEHALF OF THE RENO POLICE DEPARTMENT  
AND  
FORENSIC LOGIC, LLC, A DELAWARE LIMITED LIABILITY COMPANY, A WHOLLY-  
OWNED SUBSIDIARY OF SHOTSPOTTER, INC.

THIS CONTRACT is made and entered into by and between the City of Reno, a Nevada municipal corporation (hereinafter referred to as "City") and Forensic Logic, LLC, a Delaware limited liability company, a wholly-owned subsidiary of ShotSpotter, Inc. ("Contractor").

WHEREAS, the City deems it advisable to engage the services of the Contractor, and it appears that such services can be performed more economically under a contract; and

WHEREAS, the Contractor is able to provide the City with the services as set forth in the attached documents entitled the Subscription Services Agreement, Order Form Appendix 1, Subscription Services SLA Appendix 2, Description of Subscription Service Appendix 3, and the Terms of Service for Participation in Coplink X Appendix 4 which are hereinafter referenced as "Attachment A – Scope of Work" and incorporated herein by reference;

NOW THEREFORE, in consideration of the premises and of their mutual and dependent agreements, the parties hereto agree as set forth in the following terms and conditions and the proposal.

1. PROFESSIONAL STANDARDS. The Contractor shall provide services and deliverables as described in Attachment A which are more fully described in paragraph seven (7) below. Should any term and/or condition in Attachment A contradict a term of this Contract, the terms and conditions of this Contract shall control.

2. EMPLOYMENT OF CITY EMPLOYEES. The Contractor shall not engage the services of any person or persons now employed by the City, including any department, commission or board thereof, to provide services relating to this Contract without the prior written approval of the City.

3. NONDISCRIMINATION. In connection with the performance of work under this Contract, the Contractor shall not discriminate against any employee or applicant for employment because of age, race, creed, religion, color, veteran status, sex, sexual orientation (means having or being perceived as having an orientation for heterosexuality, homosexuality, or bi-sexuality), gender identity or gender expression (means a gender-related identity, appearance, expression, or behavior of a person regardless of the person's assigned sex at birth), physical condition, disability, national origin, or any other protected class status applicable under federal, state or local law, rule or regulation. Any violation of this provision shall constitute a material breach of contract.

4. CONTRACT TERM. This Contract becomes effective when fully executed by all parties and will terminate three (3) years and 3 months after execution unless sooner terminated by either party as specified in this Contract. The City Council authorizes the City's Director of Finance to engage and enter into an additional one-year extension.

5. NOTICE. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party as follows:

City: If Personally Served:  
Reno Police Department  
Attn: Police Chief  
455 E. Second Street  
Reno, NV 89502

If by mail:  
P.O. Box 1900  
Reno, NV 89505

With An Additional Copy To:  
Reno City Attorney  
P.O. Box 1900  
Reno, NV 89505

Contractor: Forensic Logic, LLC.  
Attn: CFO  
1255 Treat Blvd., Suite 610  
Walnut Creek, CA 94597

6. CONSIDERATION. The parties agree that Contractor will provide the services specified in paragraph seven (7) in the not-to-exceed sum of \$172,380.00. Once the Agreement is fully executed, the City will remit this amount to Contractor within sixty (60) days.

7. INCORPORATED DOCUMENTS. The parties agree that the Scope of Work consisting of the Subscription Services Agreement, Order Form Appendix 1, Subscription Services SLA Appendix 2, Description of Subscription Service Appendix 3, and the Terms of Service for Participation in Coplinks X Appendix 4 shall be specifically described as Attachment A. No substantial changes to Attachment A, the "Scope of Work" may be made without prior written approval of both City and Contractor. If there is a discrepancy between this Contract and Attachment A, (the Scope Of Work), the terms of the Contract shall prevail.

8. TIMELINESS OF BILLING SUBMISSIONS. If applicable, the parties agree that timeliness of billing is of the essence to the contract and recognize that the City is on a fiscal year that ends every June 30th. Invoicing for all work shall be at the rates and intervals as set forth in Attachment A.

9. INSPECTION & AUDIT.

a. Books and Records. Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the City, or the State or United States Government in the event that they provide any funding, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all City ordinances, and state and federal regulations and statutes.

b. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found during business hours, with reasonable notice by the City or its authorized agent (and State or Legislative Auditor when applicable), and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.

c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three (3) years, and for five (5) years if any federal funds are used pursuant to the Contract. The retention period runs from the date of payment for the relevant goods or services by the City, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

#### 10. CONTRACT TERMINATION.

a. Termination. This Contract may be terminated upon sixty (60) days prior written notice by either party due to a material breach of any terms or conditions of this Agreement or Attachment A, provided that such breach has not been cured within said thirty (30) day period.

b. Termination for Non-Appropriation. The continuation of this Contract beyond the fiscal year is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the Reno City Council and/or federal sources. The City may terminate this Contract, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the City Department/Agency's funding from City and/or federal sources is not appropriated or is withdrawn, limited, or impaired in either a City, State or federal fiscal year.

c. Effect of Termination. In addition to the provisions set forth in Attachment A, Section 8, paragraph C "Effect of Termination", if the Contract is terminated pursuant to paragraph a. of this Section 10, Forensic Logic will refund the City its pro-rata portion of the unused Subscription Services fees the City prepaid for the unused period in which the Agreement is terminated. Forensic Logic shall issue this refund within thirty (30) days.

11. REMEDIES. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs.

12. LIMITED LIABILITY. The City will not waive and intends to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any City breach shall never exceed the amount of funds appropriated and authorized for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the breach. Damages for any Contractor breach or obligation to indemnify as set forth in Section 14 of this Agreement shall not exceed the annual subscription fee as set forth in Attachment A, paid by the City for the annual period in which the claim arises.

13. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitation, earthquakes, floods, winds, storms, or pandemics. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

14. INDEMNIFICATION & HOLD HARMLESS. To the fullest extent permitted by law Contractor shall indemnify, hold harmless and defend, not excluding the City's right to participate, the City from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents.

15. INDEPENDENT CONTRACTOR. Contractor is associated with the City only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the City whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party.

16. INSURANCE AND BONDS. Contractor must carry policies of insurance and pay all taxes and fees incident hereunto. Contractor shall provide, when required by state law, for all workers' compensation coverage for its employees. Contractor must carry Comprehensive or Commercial General Liability Insurance (occurrence form) from a carrier licensed to do business in the State of Nevada with a Best rating of A – Class VII or better. Minimum acceptable policy limits shall be in an amount of not less than two million dollars (\$2,000,000.00), combined, single limit, occurrence based policy, in a form satisfactory to the City. This limit may be met through a combination of the primary and umbrella policies. A certificate of insurance evidencing said coverage shall be supplied upon request by the City naming the City as an Additional Insured under the liability policy. Contractor shall provide at least thirty (30) days prior written notice of cancellation to the City for any reason.

Automobile coverage at least as broad as Insurance Services Office business auto coverage form CA OO 01 10 13 or an equivalent form covering automobile liability symbol 1 “Any Auto”. In lieu of a separate business auto liability policy, the City may agree to accept auto liability covered in the CGL policy, if non owned and hired auto liability are included. The Contractor shall maintain limits of no less than \$1,000,000 combined single limit per accident for bodily injury and property damage. No aggregate limit may apply. A certificate of insurance evidencing said coverage shall be supplied upon request by the City naming the City as an Additional Insured under the automobile policy.

Upon request, Contractor shall deliver to the City evidence of worker's compensation as required by the State of Nevada.

17. COMPLIANCE WITH LEGAL OBLIGATIONS. Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal licenses, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by

Contractor to provide the goods or services required by this Contract. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law or ordinance.

18. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

19. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

20. ASSIGNMENT/DELEGATION. To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by City, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations nor duties under this Contract without the prior written consent of the City. Provided, however, that such prior written notice shall not be required in the event of a merger or acquisition of all or substantially all of the Contractor's assets. In such event, Contractor shall provide written notice to the City as soon as reasonably practicable.

21. OWNERSHIP OF PROPRIETARY INFORMATION. As further defined in Attachment A, the City shall own the City's data and information input or transferred into, stored, made available to Forensic Logic by hyperlink, and/or processed by the Subscription Services. The Subscription Services. Software, Documentation, and any customizations, modifications, enhancements, or derivative works thereof are owned by Forensic Logic and/or its licensors as applicable. Additionally, neither Party may use the other party's name, logo, likeness or image for any purpose including but not limited to any marketing or advertising purpose without the written approval of the other Party.

22. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents received from Contractor, including its Proposal or Scope of Work, may be open to public inspection and copying. The City has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a trade secret or confidential proprietary information in accordance with NRS 332.061, NRS 49.325 or other applicable statute or law, provided that Contractor thereby agrees to indemnify and defend the City for honoring such a designation. The failure of the Contractor to so label any document that is released by the City shall constitute a complete waiver of any and all claims for damages caused by any release of the records. However, the final determination as to whether a City record, or a portion thereof, is confidential will be determined by the City.

23. CONFIDENTIALITY. Each party shall maintain the confidentiality of the other party's confidential information, to the extent that such information is confidential by law, or otherwise required by this Contract and Attachment A. Confidential information may be used for the purposes set forth in Attachment A, and except as otherwise specifically provided in this Agreement, neither party shall provide the other party's confidential information to any third parties without the disclosing party's prior written consent.

24. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Any services performed by Contractor before this Contract is effective, or after it ceases to be effective, or beyond its maximum authorized consideration, shall be performed at the sole risk of Contractor.

25. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada and the ordinances of the City of Reno. The parties consent to the exclusive jurisdiction of the appropriate court located in Washoe County, Nevada for enforcement of this Contract.

26. ENTIRE CONTRACT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Headings are for convenience only and shall not be construed as material. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed and approved by the respective parties hereto. This Contract may be executed in counterparts, each of which shall be deemed to be an original. Electronic, facsimile or photocopied signatures shall be considered as valid signatures.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

FORENSIC LOGIC, LLC.

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

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

Title: Roxanne Lerner, Contracts Manager

CITY OF RENO

By: \_\_\_\_\_  
Police Chief Jason Soto

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

APPROVED AS TO FORM

By: \_\_\_\_\_  
Robert F. Bony  
Deputy City Attorney