PROCUREMENT DIVISION

ONE CITY. ONE JACKSONVILLE.

MEMORANDUM

TO: General Government Awards Committee

FROM: Gregory Pease, Chief of Procurement

DATE: June 28, 2022

SUBJECT: **PROTEST – Bid No.: SS-12694-22, Gunshot Detection, Location, Alert and Analysis Solution**

The attached bid protest filed by **Flock Safety** is presented for action by the General Government Awards Committee, on **Thursday, June 30, 2022 at 1:00pm**.

The General Government Awards Committee action is as follows:

UPHELD:	**DENIED:**
Dir. Adm. & Finance or Designee	Dir. Adm. & Finance or Designee
General Counsel or Designee	General Counsel or Designee
Director of Public Works or Designee	Director of Public Works or Designee

ACTION OF AWARDING AUTHORITY

Date: _____

_____ **Approved**

_____ **Disapproved**

Signature of Authentication: _____

City of Jacksonville, Florida

Lenny Curry, Mayor

Procurement Division
Ed Ball Building
214 N. Hogan Street, Suite 800
Jacksonville, Florida 32202

ONE CITY. ONE JACKSONVILLE

June 27, 2022

VIA EMAIL:

Mr. Langley
Flock Safety
1170 Howell mill Rd. NW
Suite 210, Atlanta, GA 30318
garrett@flocksafety.com

Re: Award Protest: SS-12694-22

Dear Mr. Langley:

I am in receipt of your Protest Letter filed on behalf of Flock Safety, which was hand delivered to procurement, Thursday June 16, 2022, 11:01 AM EST. for the above referenced bid. This said, we request that you and/or a representative of your firm appear before the General Government Awards Committee (GGAC) on Thursday, June 30th, 2022, at 1:00 p.m. on the 8th floor of the Ed Ball Building, 214 N Hogan Street, Conference Room 851 to present arguments limited to and in support of the issues in your letter.

Furthermore, by copy of this letter, I will formally request that all other firms having standing in this matter have a representative appear before the GGAC on the above-mentioned date and time, if they desire to be heard in this matter.

If you have any questions, comments, or concerns, please do not hesitate to call.

Sincerely,

Gregory Pease
Chief, Procurement Division

cc: Dustin Freeman, COJ Manager of Purchasing
Olive Wallace – Procurement Analyst
Bill Clements – JSO Chief of Budget and Management
Deidra Baines – JSO Financial Analyst
Council Auditor
Bid File

flock safety

June 15, 2022

VIA USPS, ELECTRONIC MAIL AND FACSIMILE

Attn: Gregory Pease
Chief of the Procurement Division
City of Jacksonville Procurement Division
214 N. Hogan Street, Suite 800
Jacksonville, Florida 32202
gpease@coj.net
Facsimile: (904) 255-8837

Re: **Notice of Protest; Solicitation #12694-22 for Gunshot Detection**

To Whom It May Concern:

This letter serves as a Notice of Protest to Solicitation #12694-22 on behalf of Flock Group Inc ("Flock Safety") for Gunshot Detection, Location, Alert, and Analysis Solution posted on 6/9/22 at 3:05PM, with a close date of 6/16/22 at 3:05PM.

It has come to our attention that the bid has been awarded to a Single Source Supplier, ShotSpotter, Inc., on the basis of a Sole Source Letter, prior to the official close date of the "Competitive Solicitation" (award notice attached hereto as Exhibit A), as defined in §126.106(e)(2) of the City of Jacksonville Procurement Division Protest Procedures.

Flock Safety is the world's first public safety operating system which utilizes machine learning and artificial intelligence to provide Gunshot Detection via the Flock Safety Raven™. The Raven device recognizes audio signatures typical of crimes in progress, such as gunshots, screeching tires, and glass breakage, and then consolidates the audio evidence in one streamlined system.

The intention of a Sole Source Letter is to indicate that only one supplier, to the best of the requester's knowledge and belief, based upon thorough research, (i.e. conducting a market survey), is the only entity capable of delivering the required product or service - a situation which is **not** present here.

As it is evident from the existence of Flock Safety's gunshot detection solution, and the ability of Flock Safety to provide such service to the City of Jacksonville, premature acceptance of

flock safety

ShotSpotter, Inc.'s Sole Source letter prior to the competitive solicitation closing date, with the knowledge that there are alternative providers who can supply gunshot detection, is a clear circumvention of the standardized process created by your Division, intended to facilitate fair, transparent and equitable procurement.

Pursuant to §126.106(e)(3)(b) of the City of Jacksonville Procurement Division Protest Procedures, Flock Safety, as the protestant, shall have ten (10) business days after the posting of a solicitation to file a written Notice of Protest to challenge the basis for the award in question. As the solicitation was posted on June 9, 2022, the submission date of this Notice of Protest, dated June 15, 2022, clearly represents a timely challenge. Assuming *arguendo* that the Notice of Protest is not deemed timely, Flock contends that the fact this Notice is submitted within the originally scheduled competitive solicitation deadline, June 16, 2022, is indicative of its sufficient timeliness.

Flock Safety respectfully requests the opportunity to present our Gunshot Detection solution via the open competitive solicitation process in order to allow Flock Safety and other potential suppliers the opportunity to demonstrate the capacity to deliver gunshot detection services. In furtherance of this request, please find the Sole Source Letter for Flock Safety™ Audio Detection Solution in Exhibit B.

In the alternative, Flock Safety requests a hearing of Flock Safety's Notice of Protest before the Governmental Awards Committee ("GGAC"), or other applicable committee.

We appreciate your time and consideration in this matter and respectfully seek your cooperation in our request for the opportunity to open this bid for a competitive solicitation process and look forward to your timely response.

Thank you,

Garrett Langley CEO, Flock Safety

garrett@flock

flock safety

EXHIBIT A

Abstract: SS 12694-22

Title	GUNSHOT DETECTION, LOCATION, ALERT AND ANALYSIS SOLUTION	**Open Date**	6/9/22 3:05 PM
Solicitation Type	SS	**Close Date**	6/16/22 3:05 PM
Status	Active	**Posting Date**	6/9/22
Buyer	Olive Wallace Cohen	**Solicitation PDF**	Download
Email	owcohen@coj.net		
Synopsis	Gunshot Detection, Location, Alert and Analysis Solutions (July 28, 2022 through July 27, 2027)		
Attachments	Log 59684 (1).pdf (9.72 MB) Protest Procedures.pdf (129.48 KB)		

Additional Information

Pre-Bid Conference:	None	**Single Source Supplier:**	ShotSpotter, Inc.
Pre-Bid Conference Date:		**Single Source Amount:**	$1,837,500.00
Pre-Bid Conference Location:			

flock safety

EXHIBIT B

Sole Source Letter for Flock Safety™ Audio Detection Solution
City of Jacksonville, FL

Flock Safety is the sole manufacturer and developer of the Flock Safety Raven™ audio detection device. Flock Safety is also the sole provider of the comprehensive monitoring, processing, and machine audio services which integrate with the Flock Safety ALPR devices.

The Flock Safety Raven is the only Law Enforcement Grade audio detection device to offer the following combination of proprietary features:

- Proprietary machine learning to analyze audio crime indicators such as gunshot detection, glass breakage, metal sawing, etc.
- Natively integrated audio and gunshot detection capabilities
- Covert industrial design for minimizing visual pollution
- Lifetime maintenance and support included in subscription price
- Wireless deployment with integrated cellular communication and able to be powered solely by a solar panel of 60W or less
- On device machine processing to limit LTE bandwidth consumption
- Cloud storage of data
- Direct integration with Axon Evidence.com (Flock is the only Axon LPR integration partner)
- Share data across Law Enforcement Departments on a National level
- Performance monitoring software to predict potential failures and critical or minor issues
- Flock Safety is the <u>only</u> fully integrated ALPR and audio detection one-stop solution from production of the audio devices or cameras to delivery and installation
- Direct integration with Flock ALPR devices which utilize patented proprietary machine vision to analyze vehicle license plate, state recognition, vehicle color, vehicle type, vehicle make and objects (roof rack, unique hubcap, etc.) based on image analytics (not car registration data)

Thank you,

Garrett Langley CEO, Flock Safety

SINGLE SOURCE REQUEST

Pursuant to the City of Jacksonville Procurement Code § 126.206 & § 126.312, when requesting a purchase from a Supplier subject to the referenced sections, please complete this form to justify your request and submit to Procurement with applicable attachments

PROVIDE A SUMMARY OF THE SCOPE OF GOODS/SERVICES TO BE PROVIDED; IDENTIFY EACH ITEM, COMPONENT OR SERVICE BEING PROCURED (ATTACH QUOTE/PROPOSAL):

Shotspotter Respond Gunfire Detection, Location, and Forensic Analysis Service. ShotSpotter Respond is a cloud-based subscription managed service offering which includes warranty, repair, maintenance, and support services on all of its systems.

PROVIDE A DETAILED JUSTIFICATION AS TO WHY THE REQUESTED GOODS/SERVICES CAN ONLY BE EFFICIENTLY AND EFFECTIVELY PROCURED THROUGH THE RECOMMENDED SINGLE SOURCE PROVIDER:

There is only one wide-area gunshot detection and location system available commercially for law enforcement and it is exclusively offered by ShotSpotter, Inc. They are the exclusive provider of ShotSpotter Respond. The wide-area service uses acoustic sensing technology identifies, discriminates, records, and locate gunshots, then is sends an alert to law enforcement within seconds of the shots being fired. This allow rapid deployment to the scene by law enforcement and is useful for quickly collecting forensic evidence.

ASSERT THAT YOU HAVE RESEARCHED THE AVAILABILITY OF THE REQUESTED GOODS/SERVICES FROM OTHER SOURCES IN APPLICABLE MARKETS AND HAVE DISCUSSED AND EVALUATED THE SAME WITH COJ'S PROCUREMENT AND EBO DIVISIONS:

We have researched and ShotSpotter is the only wide-area Gunshot Detection, Location and Forensic Analysis Service that is available commercially for law enforcement that has the capability to identify, discriminate, record and locate gunshots, then send an alert to law enforcement within seconds. The acoustic sensing technoloty is protected by 34 unique and current patents. We currently have the system installed and this is to cover five years of continued use.

SINGLE SOURCE AWARD **BID # SS-12694-22**

Subject: Gunshot Detection, Location, Alert and Analysis Solution

Department: Sheriff's Office

Description of Purchase: Recommend approval of single source award to ShotSpotter, Inc., for Gunshot Detection, Location, Alerts and Analysis Solutions for the Jacksonville Sheriff's Office. Period of service is for five (5) years from July 28, 2022, through July 27, 2027. Total annual expenditure not to exceed $367,500.00. Total not-to-exceed expenditure for the five (5) year period is $1,837,500.00.

Funding Source: 00111.522101.546030.000000.0000000.00000.0000000 – To be encumbered by formal contract through the Office of General Counsel and processed by Purchase Order Release(s)

Single Source Award To: ShotSpotter, Inc.

Price Justification: See attachment

Total Award: $1,837,500.00 **Requisition #:** IHIN-500329-22

Attachments: Agency Memo, Single Source Form, Vendor Letter and Quote/Service Agreement

Certification as to Single Source: Mike Bruno, Director of Department of Investigations & Homeland Security

THE ABOVE PURCHASE IS RECOMMENDED FOR AWARD IN ACCORDANCE WITH CHAPTER 126.206.

Analyst: Olive Wallace-Cohen

Gregory Pease, Chief
Procurement Division

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE

"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"

CHAIRMAN ***DATE***

ACTION OF AWARDING AUTHORITY DATE: _____

APPROVED_____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

Jacksonville Sheriff's Office

MIKE WILLIAMS, SHERIFF

Serve • Protect • Community

To: Gregory Pease
Chief of Procurement

Thru: Bill Clement, CPA
Chief of Budget

From: Mike Bruno
Director of Department of Investigations & Homeland Security

Subject: Single Source - ShotSpotter, Inc. (SST) Gunshot Detection, Location, Alert and Analysis Solution

Date: May 18, 2022

We are requesting approval for a single source award with ShotSpotter, Inc., for Gunshot Detection, Location, Alert and Analysis Solution. The term of the agreement is five years from July 28, 2022 through July 27, 2027. The yearly fee is $367,500.00 for a not to exceed expenditure amount for the period of $1,837,500.00. The funding source is 00111.522101.546030.000000.00000000. Attached is the single source form, the single source justification documents, the quote and the Respond Services Agreement from ShotSpotter, Inc. (SST). The Respond Services Agreement will be processed through the Office of General Counsel. We are requesting that a POA be sat up for the award.

Please let me know if you need any additional information.

ShotSpotter
Detect · Protect · Connect

Sole Source Justification

To whom it may concern:

Please accept this letter as information that ShotSpotter, Inc. is the worldwide sole source vendor of ShotSpotter Respond™ (formerly Flex), a wide-area Gunshot Detection, Location, and Forensic Analysis Service. This wide-area service uses acoustic sensing technology protected by 34 unique and current patents to identify, discriminate, record, and locate gunshots, then send an alert to law enforcement within seconds of the shots being fired. The sensing is accomplished via multiple networked acoustic sensors deployed over a wide area that communicate registered gunshot activity back to a central server.

There is currently only one wide-area gunshot detection and location system available commercially for law enforcement and it is exclusively offered by ShotSpotter, Inc. ShotSpotter is the exclusive provider of ShotSpotter Respond, the cloud-based, subscription managed service offering which includes warranty, repair, maintenance, and support services on all of its systems.

We have been informed that your agency has determined that for such a solution to be beneficial it must have the capabilities listed in this document. ShotSpotter is the only vendor in the world able to deliver these capabilities. Many of these capabilities and techniques are the exclusive intellectual property of ShotSpotter, Inc.; are patented; and can only be provided by ShotSpotter and licensed to end users:

- Detects a gunshot in a public place and provides the location of the event (address) and geographical coordinates of the event back to your agency through a qualified reviewed alert and plot the event on a map.
- Provides a short audio snippet of the event for immediate playback.
- Provides the ability to record the event and save all corresponding information in a hosted Microsoft SQL database so it can be forensically examined later. All incident data, including audio snippets, are stored on a secure, hosted server for the duration of the subscription.
- The system and the associated 24/7/365 incident review service distinguish between a gunshot and other similar sounds (fireworks, car backfiring, etc.) and classify these events for a web-based display.
- Acoustic sensors are certified to withstand harsh wind and other demanding climate conditions reducing the need for constant maintenance.
- The system has a proven track record of performance in a deployment area equal to or greater than 2 square miles.
- The system timestamps individual gunshots to 100th of a second using a GPS clock.
- The system can recreate crime scenes (e.g., provide locations where individual shots occurred, time-stamping when each individual shot was fired within 100th of a second, and the audio snippet and acoustic waveform signature of the shots).
- The system's data output, including detailed forensic reports, are court certifiable with current case law supporting its use as forensic evidence.
- Ability to network acoustic sensors together in a Wide Area Network utilizing public wireless/cellular carriers.
- The system has a documented, proven track record of helping to reduce gun-related crimes, assisting in arrests and the confiscation of weapons; used as evidence in court and assisting in the prosecution and conviction of criminals in the areas where the system is deployed.
- Interfaces with networked video surveillance cameras for automated control when an event is detected.

ShotSpotter
Detect · Protect · Connect

Sole Source Justification

Open API for Interfacing with Complementary Systems and Technologies

Only ShotSpotter includes a simple and open data networking API for interfacing with video surveillance systems, Common Operating Picture systems, and Computer Aided Dispatch (CAD).

Unique Level of Experience and Customer Support

The ShotSpotter gunshot detection, location, and forensic analysis service is the only system of its type to be successfully deployed since 1995 to leading law enforcement agencies across the US, as well as other federal agencies. Many customers have directly attributed the following results to the use of ShotSpotter:

- Significant reduction of gun related crimes
- Significant reduction of overall and random gunfire
- Increased number of arrests and gun confiscations
- Conviction of criminals with data available from ShotSpotter

Conclusion

No vendor, other than ShotSpotter, possesses the comprehensive, field-proven, and patent-protected product offering, as well as the professional services and support, domain knowledge, expertise, longevity, and customer references. Only ShotSpotter can provide a true wide-area gunshot detection, location, and forensic analysis solution, as well as future expansions and ongoing maintenance and support. We have achieved sole source status in every state we operate in.

Based on all of the above factors, the overwhelming majority of our customers have been able to proceed with confidence in sole sourcing our wide-area gunshot location solution and support services.

We are honored to support your efforts to combat gun related crimes and appreciate the opportunity to serve you. If we can answer any questions or provide additional support information, please let us know.

Sincerely,

Ralph Clark
President / CEO
ShotSpotter, Inc.
Phone: 510-794-3158
rclark@shotspotter.com

RESPOND SERVICES AGREEMENT

ShotSpotter®

Detect · Protect · Connect

ShotSpotter, Inc.
39300 Civic Center Dr., Ste. 300
Fremont, CA 94538
+1.888.274.6877
info@shotspotter.com
www.shotspotter.com

Copyright © 2022 ShotSpotter, Inc. – Confidential
All rights reserved under the copyright laws of the United States

This ShotSpotter® Respond™ Services Agreement (this "Agreement") is entered into by and between ShotSpotter, Inc. (referred to herein as "ShotSpotter"), with offices located at 39300 Civic Center Dr., Suite 300, Fremont, CA 94538, and the City of Jacksonville, a Florida municipal corporation, for an on behalf of the Jacksonville Sheriff's Office (hereinafter referred to as "Customer"), with offices located at 117 West Duval Street, Suite 400, Jacksonville, FL 32202, effective as of the last date of signature herein. ShotSpotter and Customer may also be referred to in this Agreement individually as a "Party" or collectively as the "Parties".

Customer is a current end user of ShotSpotter's gunshot location system ("ShotSpotter® Respond™ Gunshot Detection, Location, and Forensic Analysis Service") (formerly ShotSpotter® Flex™). This Agreement and its exhibits define the terms for the Customer's ongoing use of the Subscription Services as further defined herein.

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

1. EXHIBITS

The following exhibits ("Exhibits") are attached to, and incorporated in this Agreement:

A. ShotSpotter Quotation #_____

B. Service Level Agreement

2. DEFINITIONS

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

A. Insight means the internet portal to which Customer will have access to Reviewed Alerts.

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

C. Coverage Area means the area in square miles covered by the Services as set forth in Exhibit A and any subsequent amendments thereto

D. Data means all data created, generated, modified, compiled, stored, kept, or displayed by ShotSpotter in performance of the Subscription Services, including the Software.

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

F. ShotSpotter Respond System means the ShotSpotter Respond Gunshot Detection, Location, and Forensic Analysis Service provided on a subscription basis under this Agreement.

G. Software means the ShotSpotter Respond Gunshot Detection, Location, and Forensic Analysis Service, Reviewed Alerts, ShotSpotter Respond™, and ShotSpotter Dispatch™ and ShotSpotter® Insight applications to which Customer will have access under this Agreement on a subscription basis. The term Software shall also mean any new applications supplemental to the Subscription

Copyright © 2022 ShotSpotter, Inc. – Confidential
All rights reserved under the copyright laws of the United States

and incident information via the Software, and (iii) other services as specified in this Agreement and its Exhibits.

H. ShotSpotter will use commercially reasonable efforts to respond to support requests as set forth in the Support Level Matrix provided in Exhibit B. These requests may be made to ShotSpotter through one of the following methods: 1) email to support@shotspotter.com; 2) Live Chat through our ShotSpotter applications. 3) A phone call to our Customer Support organization at 888,274.6877, option 4. These are the only methods ShotSpotter will receive and respond to support requests.

A Tier 1 (as defined in the Support Matrix in Exhibit B) ShotSpotter Customer Support specialist will be responsible for receiving Customer reports of missed incidents, or errors in the Subscription Services, and, to the extent practicable over email or telephone, making commercially reasonable efforts to assist the Customer in resolving the Customer's reported problems. In the event the problem cannot be resolved within 24 hours, requiring further research and troubleshooting, ShotSpotter will use commercially reasonable efforts to resolve the issue within seventy-two (72) hours of receipt of the report. In the event that the ShotSpotter service is fully nonfunctional, and it is not due to power outage or other reasons that are outside of ShotSpotter's control. ShotSpotter will work continuously to restore functionality of the Subscription Services in accordance with the standard ShotSpotter user documentation provided with the Subscription Services as soon as reasonably possible, and no later than seventy-two (72) hours of receipt of the report.

I. FORENSIC REPORTS.

i. Investigative Lead Summary ("ILS"). ShotSpotter provides an on-demand report available through the ShotSpotter Respond Application. The Investigative Lead Summary (ILS) provides useful details about the approximate location, timing, and sequence of each shot fired during an incident. The ILS is very valuable on scene, helping law enforcement find shell casings, confirm witness accounts, and identify suspects. ILS reports are available immediately after an incident occurs via the mobile, web, or desktop ShotSpotter Respond application (machine-generated). The ILS is not a court-admissible document.

ii Detailed Forensic Report ("DFR"). If requested by Customer, ShotSpotter will provide a DFR for any ShotSpotter-detected incidents, including Reviewed Alerts. The DFR is intended to be a court-admissible document used by attorneys as part of a court case for the exact, verified timing, sequence and location of each shot fired. Secondarily, the DFR is available for use by law enforcement to obtain a search warrant or to investigate an Officer Involved Shooting

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

Copyright © 2022 ShotSpotter, Inc. – Confidential
All rights reserved under the copyright laws of the United States

A Rights in Data

For the purposes of this Agreement, "Data" is defined as data, information, and electronic files created, generated, modified, compiled, displayed, stored or kept in the course of providing the Subscription Services, including, without limitation, information in Reviewed Alerts accessible through the Service and/or Software.

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

ShotSpotter will not release or disseminate to any person or entity Data related to or consisting of specific forensic or law enforcement sensitive incident information pertaining to any active inquiry, investigation, or prosecution, unless in response to a valid order or subpoena issued by a court or other governmental body, or as otherwise required by law. ShotSpotter will not release, sell, license, or otherwise distribute the gunfire alert Data to the press or media without the prior express written consent of an authorized representative of the Customer.

Customer shall have the unrestricted right to download, make copies of, distribute, and use the Data within its own organization, exclusively for its own internal purposes, and for purposes of detecting and locating gunfire, routine archival recordkeeping, evidence preservation, and investigative, or evidentiary, and prosecutorial purposes. Customer shall not provide to, license the use of, or sell Data to any third parties, which restriction will not pertain to the collaboration with other law enforcement agencies for the purposes of investigating and prosecuting crimes detected by the ShotSpotter systems.

B. License and Restrictions.

Software and Subscription Services. The Software is the proprietary product of ShotSpotter, licensed to Customer on an annual subscription basis. The ShotSpotter Software may incorporate components supplied to ShotSpotter under license by third-party suppliers, and may be protected by United States patent, trade secret, copyright law and international treaty provisions. All such rights in and to the Software and Subscription Services any part thereof is the property of ShotSpotter or, if applicable, its suppliers. All right and title to the ShotSpotter computer programs, including, but not limited to related documentation, technology, know-how and processes embodied in or made available to Customer in connection with the Subscription Services, patent rights, copyrights, trade secret rights, trademarks, and services marks remain with ShotSpotter. Customer may not make any copies of the written materials or documentation that accompany any component of the Software, or use them, or any other information concerning the Subscription Services that ShotSpotter has designated as confidential, for any purpose other than bona fide use of the Subscription Services or Software for in accordance with the terms of this Agreement, nor allow anyone else to do so. Customer shall not: (i) modify, adapt, alter, translate, copy, perform, or display (publicly or otherwise) or create compilations, derivative, new, or other works based, in whole or in part, on the Software, or on the Subscription Services; (ii) merge, combine, integrate, or bundle the Software, in whole or in part, with other software, hardware, data, devices, systems, technologies, products, services, functions, or capabilities; (iii) transfer, distribute, make available

Copyright © 2022 ShotSpotter, Inc. – Confidential
All rights reserved under the copyright laws of the United States

Bureau of Export Administration's anti-proliferation Entity List, (b) any person on the U.S. Department of State's List of Debarred Parties, (c) any person or entity on the U.S. Treasury Department Office of Foreign Asset Control's List of Specially Designated Nationals and Blocked Persons; or (d) any third party or for any end-use prohibited by law or regulation, as any and all of the same may be amended from time to time, or any successor thereto.

C. Termination

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

D. Modification to, or Discontinuation of the Subscription Services

Upon reasonable notice to Customer, ShotSpotter reserves the right at its discretion to modify, temporarily or permanently, the Subscription Services (or any part thereof). In the event that ShotSpotter modifies the Subscription Services in a manner which removes or disables a feature or functionality on which Customer materially relies, ShotSpotter, at Customer's request, shall use commercially reasonable efforts to restore such functionality to Customer. In the event that ShotSpotter is unable to substantially restore such functionality, Customer shall have the right to terminate the Agreement and receive a pro-rata refund of the annual Subscription Services fees paid under the Agreement for the subscription term in which this Agreement is terminated. Customer acknowledges that ShotSpotter reserves the right to discontinue offering the Subscription Services at the conclusion of Customer's then current term. Customer agrees that ShotSpotter shall not be liable to Customer or to any third party for any modification of the Subscription Services as described in this section.

E. New Applications

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

Copyright © 2022 ShotSpotter, Inc. – Confidential
All rights reserved under the copyright laws of the United States