1-Year Pilot Agreement for a Subscription-Based
ShotSpotter SecureCampus™ Gunfire Location, Alert and Analysis
Service
Proposal ID: NUSCSP121614
Prepared on December 16, 2014
for:

NEWARK UNIFIED SCHOOL DISTRICT

Submitted by:

Damaune Y. Journey – Vice President, Security Solutions

mobile: +1.317.966.4742
djourney@shotspotter.com

fax: +1.650.887.2106

Corporate Headquarters
7979 Gateway Blvd, Suite 210
Newark, CA 94560
www.shotspotter.com
Introduction

SST is the industry leader in the development and delivery of innovative, interoperable inter networked wide area acoustic surveillance systems for indoor and outdoor gunfire detection, explosive events detection, enhanced critical infrastructure and key resource security, and counter sniper uses. With its mission of reducing illegal gunfire and related violent crime, and improving physical security solutions, SST services deliver situational intelligence that heightens the safety of first responders, public safety and military, and creates significant improvement in incident management, investigations and forensic analysis.

SST has established a proven track record of providing quality service to customers, worldwide, and is profitable and has solid financial backing.

SST Reviewer Alert Service

When ShotSpotter SecureCampus™ detects gunfire, detailed incident data is rapidly within seconds sent to the SST Operations Center, our secure data processing and alert qualification facility. Immediately, a SST gunfire and acoustic expert analyzes the data, qualifies the incident and sends a validated alert to the security control and dispatch center or other Public Safety Answer Points (PSAP) and even directly to mobile and field personnel. Qualified Alerts include critical situational awareness such as number of shots fired, the location of the incident, and the exact time the incident was detected.

Scope of Services

The purpose of this agreement is to provide details and corresponding terms and conditions for a one-year pilot of the ShotSpotter SecureCampus™ offering including:

- Installation of outdoor Sensors; installed and configured for critical infrastructure premises protection.
- Installation of indoor Sensors; installed and configured.
- Qualified reviewed alerts for gunfire with Incident types (single/multiple gunshots)
- Coverage of site facilities to be protected and monitored will be determined by customer requirement (indoors and outdoors)
- Sensor type(s) determined by SST or certified installer.
- SST hosted, secured, monitored and maintained infrastructure
- Alert Consoles among different roles configurable at the discretion of the customer
- Accessible and searchable alert history for two (2) years (additional years for a fee)
- End-user documentation, administrator training and online end-user training
- Standard customer support
- Configure ShotSpotter Notification Engine to interface with surveillance video management system or physical security information management system.
All sensors require 24-hour by 365-day 100 to 240VAC, 50/60Hz power sources. Non-standard equipment required for system installation may require an additional fee and if so will be quoted accordingly. Should mounting locations be unavailable or should there be no sensor communications available at a site, SST will work with the customer to adjust the coverage footprint accordingly.

The following table lists the combined responsibilities of SST and its customer with respect to the acquisition, installation, training, and ongoing use of a ShotSpotter SecureCampus™ service:

<table>
<thead>
<tr>
<th>Respo nsibilities</th>
<th>SST</th>
<th>Customer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Execute contract</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Conduct tactical survey of the site plans (provided by customer) for recommended sensor emplacement. A functional specification document will be developed and a final firm price will be quoted for final customer approval. Coverage challenges will be identified which may include: physical obstructions, radio or cellular reliability, availability and/or permissions at suitable mounting location.</td>
<td>✔</td>
<td></td>
</tr>
<tr>
<td>Provisioning of hosted services and corresponding access for admin, Alerts, additional and optional role-based support packages (if applicable)</td>
<td>✔</td>
<td></td>
</tr>
<tr>
<td>Monitoring of systems for customer support and “hands off” software upgrades</td>
<td>✔</td>
<td></td>
</tr>
<tr>
<td>Provide Building/Facility/Site plans and GIS Data (if available)</td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>Provide power connection and power for sensors. Power connection may be in the form of a standard electrical outlet or Power Over Ethernet (POE)</td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>Install necessary SST assets (i.e., sensors) and, as appropriate, provision telecommunications lines and/or RF data radios including antenna systems with adherence to local electrical, and other relevant codes</td>
<td></td>
<td>✔</td>
</tr>
<tr>
<td>Integrate with complementary systems (e.g., surveillance video management system or physical security information management system)</td>
<td></td>
<td>✔</td>
</tr>
<tr>
<td>Work with local law enforcement to accomplish Testing, system calibration, and operational validation</td>
<td></td>
<td>✔</td>
</tr>
<tr>
<td>Ongoing Reviewed Alerts and customer support</td>
<td>✔</td>
<td></td>
</tr>
<tr>
<td>Provide Incident data for analysis</td>
<td></td>
<td>✔</td>
</tr>
</tbody>
</table>
Terms, Conditions

This is an agreement for a one-year pilot program at no cost to the Newark Unified School District. At the conclusion of one year, from the date the system is activated, SST, Inc. reserves the right to request payment for monitoring services provided during subsequent years moving forward. The terms provided are subject to change after 30 days if not executed.

The total value of goods and services provided during this one-year pilot program is $110,389. This amount includes a hardware, installation, and set up value of $93,550, and one (1) year of detection monitoring services valued at $16,839.

Final coverage areas shall be at the discretion of SST, Inc. and will be determined upon a formal site survey is conducted by SST engineers. The Newark Unified School District shall afford reasonable access to SST personnel to monitored areas of Newark Memorial High School for testing and calibration purposes during days and times that do not affect school operations.

Disclosure of Customer Information

For the purposes of this pilot, SST will consider the customer’s name confidential pursuant to the service agreement. However, at an appropriate and mutually acceptable time, SST will want to disclose this information and other information about this pilot. Such disclosure will be documented and approved in writing by the parties. Such approvals will not be unreasonably withheld.

Accompanying Exhibits

An exhibit specifying the item listed below is incorporated herein by reference and constitutes an integral part of this proposal. Unless specifically so-stated above, should there be any question of precedence between the exhibit and this proposal, then the exhibit, a single consolidated document shall be superior to the proposal itself. Items addressed within the consolidated document are:

- SST SecureCampus™ Service Agreement

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.

By: [Signature]

Name: Sanya Strickler

Title: VP Finance & Controller

Date: 12/18/14

NEWARK UNIFIED SCHOOL DISTRICT

By: [Signature]

Name: [Name]

Title: Chief Business Official

Date: 7/14/14