



The Commonwealth of Massachusetts

Department of State Police

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LIEUTENANT GOVERNOR

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SECRETARY

COLONEL KERRY A. GILPIN
SUPERINTENDENT

Division of Homeland Security & Preparedness

470 Worcester Road

Framingham, Massachusetts 01702

Memorandum of Understanding Signature Sheet

Date Submitted: 1/24/18 Agreement Name: ShotSpotter Flex Agreement

Length of Agreement: From: Date of Signature To: One Year

Agencies Participating in Agreement: MSP, ShotSpotter, Springfield PD, Worcester PD, Pittsfield PD, Fall River PD, Chelsea PD, Everett PD, Revere PD, Somerville PD, Cambridge PD, Brockton PD,

Required Endorsements	Date Forwarded	Signature	ID#	Comments
Unit Commander				
Detective Captain				
Deputy Division Commander				
Division Commander	1/24/18	<i>Deputy J. Ch...</i>	1765	
DAS	1/31/18	<i>Michelle Small</i>	C1907	No financial impact.
Legal	2/7/18	<i>[Signature]</i>	C522	copy of signed agreement to legal
Colonel	2/8/18	<i>Colonel Kerry A. Gilpin</i>	2526	

Warren, Rosemary (POL)

From: Jack Pontious <jpontious@shotspotter.com>
Sent: Tuesday, January 23, 2018 10:52 AM
To: Quinn, Dermot (POL)
Cc: Warren, Rosemary (POL); Egnitz, Brian (POL); Mason, Christopher (POL); Range, Scott (POL); Dowd, Philip (POL); Steven Carter; Jack Pontious
Subject: Massachusetts State Police - ShotSpotter Agreement
Attachments: ShotSpotter Flex Agreement.docx
Importance: High

Good morning Lt. Colonel Quinn,

Please see the attached document with details regarding ShotSpotter Data Sharing Services, License Agreement and General Terms and Conditions. Please sign on the signature page, return via email and we will countersign and get you back a fully executed agreement. We are very excited to support this data sharing initiative and look forward to beginning delivery of services. Please contact Steve Carter or myself with any questions or concerns.

Respectfully,

Jack



Jack Pontious
Director, Northeast Region
Washington, DC

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[Read our latest BLOG.](#)
www.ShotSpotter.com



Corporate Headquarters
7979 Gateway Blvd, Suite 210
Newark, CA 94560



SERVICES AGREEMENT

 **ShotSpotter[®] FlexSM**

confidential

 **SSTTM**

SST, Inc.

7979 Gateway Blvd, Suite 210

Newark, California 94560

+1.888.274.6877

info@ShotSpotter.com

www.ShotSpotter.com

The Massachusetts State Police (also "Customer," "you" or "your") and certain ShotSpotter End-User Agencies within the state of Massachusetts (listed herein under Attachment 1 – ShotSpotter End-User Agencies) have agreed to share ShotSpotter Alerts and Historical data for use in the State Police Emergency Response and Awareness center (SPEAR). Under this data sharing initiative, ShotSpotter, Inc. (also "SST" "ShotSpotter," "we," "us," or "our") will allow Customer to access the ShotSpotter Reviewed Alerts and related historical data being created as a result of the ShotSpotter Gunshot Location service being provided for the ShotSpotter End-User Agencies.

In support of this data sharing initiative, SST and Customer agree to the following Services and License Agreement and General Terms and Conditions (hereinafter, "Agreement").

Your access, or use of any part of the Service (and/or signature on the agreement) shall constitute your representation that you have read all the terms and conditions of this Agreement, and your acceptance of them as an integral part of the Agreement.

1. SERVICES

In consideration of the parties' mutual under-takings set forth in this Agreement, you and we agree as follows:

For purposes of this Agreement, the Service shall consist of (i) providing access by the Customer to Reviewed Alerts being created as a result of the ShotSpotter Gunshot Location services being provided for the ShotSpotter End-User Agencies (listed herein under Attachment 1 – ShotSpotter End-User Agencies). The Service is limited to the agencies listed in Attachment 1 and the Services being delivered to these agencies. Should any agency discontinue the ShotSpotter Gunshot Location service, Reviewed Alerts and the related historical data for the agency will no longer be available to Customer. ShotSpotter Reviewed Alerts will be delivered via a password-protected internet application ("ShotSpotter Respond") and user interface supplied by SST (ShotSpotter Respond and the interface shall be called the "Software") (ii) providing access to historical Reviewed Alerts and incident information via the Software

Reviewed Alerts consist of data for gunfire incidents, detected by the ShotSpotter Gunshot Location System and reviewed by a SST incident review employee.

SST will host the Service and may update the functionality and Software of the Service from time to time in its sole discretion and in accordance with this Agreement.

SST shall retain ownership of, and all rights to, all components of the ShotSpotter Gunshot Location System, including hardware components, Software and firmware. Under this Agreement the Customer is only licensing rights to access the incident information detected by the ShotSpotter Gunshot Location System.

2. LICENSE

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

This License creates important legal rights and obligations, so please read it carefully before using the Service. This License constitutes an offer by us to you. **By manifesting electronically your assent to these terms, using the service, or by signing the agreement, you agree to be bound by the terms and conditions of this license.**

A. RIGHTS IN DATA.

All Data created, generated, modified, compiled, stored, kept or displayed by SST through the Subscription Service in the course of providing the Subscription Service and related Services to Customer, remains the sole and exclusive property of SST. Subject to subparagraph (ii) below, SST expressly reserves the rights to copy, publish, display, adapt, modify, translate, perform publicly, make works derived from, transfer, sell, offer for sale, and to use any and all Data for any purpose. Notwithstanding the foregoing sentence and although SST owns the Data with respect to the Subscription Service, SST will provide reasonable notice if any Data to be released is specific forensic or law enforcement sensitive incident information – For discussion that may pertain to any active investigation or prosecution. At no time, either in a non-exclusive or exclusive data ownership, does SST release, sell, license, or otherwise distribute the gunfire alert Data to the press or media without the prior express consent of the End-User Agency.

SST expressly reserves the rights to copy, publish, display, adapt, modify, translate, perform publicly, make works derived from, transfer, sell, offer for sale, and to use any and all Data (including, without limitation, Reviewed Alerts) for any purpose, and to authorize, license, and sublicense others to do any or all of the same.

B. RESTRICTIONS.

The Software and Data are our proprietary products, may incorporate components supplied to us 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 Software and Data 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 and Data in accordance with this Agreement, but otherwise acquire no license, title or ownership rights, express or implied, in or to the Software or Data, 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. 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 the Service that we have designated as confidential, for any purpose other than bona fide use of the Service or Software for the specific purposes contemplated herein, nor allow anyone else to do so. 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 or Data, or on the Service; (ii) merge, combine, integrate or bundle the Software or the Data, in whole or in part, with other software, hardware, data, devices, systems, technologies, products, services, functions or capabilities; (iii) transfer, distribute, make available the Service, Data, or Software to any person other than the specific end-user of Customer, sell, resell, sublicense, lease, rent, or loan the Service, Data, or Software, in whole or in part, or (iv) provide use or permit operation of any of the Service, Software or Data by any person other than the Customer end-user, nor 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 Data or Software, or any data or information created, compiled, displayed, 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 Data, Software or any component thereof.

SST and its licensors retain all ownership of all intellectual property rights in and to all Data, Software, all computer programs, related documentation, technology, knowhow and methods and processes embodied in or made available to you in connection with the Service, 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 SST. You shall take all reasonable measures to protect SST's intellectual property rights in the Service and Software, including providing assistance and measures as are reasonably requested by SST 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 Service, the terms and conditions of this License, and identifying numbers or symbols) embodied in or associated with the Service is prohibited, because such conduct may cause others to infringe our rights in and to the system, Service and/or Software. You may also not obscure or remove any confidentiality, patent, trademark or copyright notices on any component of the Service, or any documentation.

C. TERMINATION.

You agree that your right to use the Service, Software and Data will terminate automatically if you violate any of the terms of this License. In the event of termination, your access to the Data and Software will be terminated, and SST will cease delivering Reviewed Alerts, and disable your access to the Data. Should any ShotSpotter End-User Agency as defined in Attachment 1 discontinue the ShotSpotter Gunshot Location service, Reviewed Alerts and the related historical data for that agency will no longer be available to Customer.

D. MODIFICATION TO OR DISCONTINUATION OF THE SERVICE.

SST reserves the right at any time and from time to time to modify, temporarily or permanently, the Service (or any part thereof). In the event that SST modifies the Service in a manner which removes or disables a feature or functionality on which Customer materially relies, SST, at Customer's request, shall use commercially reasonable efforts to restore such functionality to Customer. Customer acknowledges that SST reserves the right to discontinue offering the Service at the conclusion of Customer's then current term. Customer agrees that SST shall not be liable to Customer or to any third party for any modification of the Service as described in this section.

E. OTHER RESTRICTIONS.

You acknowledge and agree that the source code and internal structure of the Software, Data and Service, 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 Service, documentation, and Data is prohibited, unless pursuant to a valid assignment under this Agreement.

3. LIMITED EXCLUSIVE WARRANTY.

Provided that you comply with your obligations under the terms and conditions stated herein, we warrant that the Software (as defined herein) will be free of defects in workmanship which materially impair the functioning of the Service and Software in substantial conformity with the specifications documentation accompanying the Service. The Software covered under this limited exclusive warranty consists exclusively of ShotSpotter Respond software and user interface, installed and operated locally on customer's computers and devices supplied by SST for your use by on and in connection with a ShotSpotter System, subject to the terms and conditions of the License between you and us.

A. REVIEWED ALERT SERVICE LEVELS.

Not Applicable

B. SYSTEM CONFIGURATION AND SERVICE LEVELS.

Not Applicable

C. OTHER WARRANTY.

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

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

4. SST SUPPORT.

During the term of the Services, SST will make commercially reasonable efforts to promote Customer's successful utilization of the Service, including but not limited to providing Customer with user guides, online help, online training presentation, and online training sessions (as available). SST will provide reasonable efforts to respond via email to requests for support relating to incident classification within 8 hours of the request.

In addition, SST will use commercially-reasonable efforts to respond to other support requests within 24 hours of receipt of the request during the period of 8am to 5 pm Monday through Friday. The e-mail support specialist shall be responsible for receiving Customer reports of missed incidents, or errors in the Service, and, to the extent practicable over email or telephone, making commercially-reasonable efforts to assist the Customer in resolving the Customer's reported problems. In the event the problem cannot be resolved telephonically, then SST will use commercially-reasonable efforts to restore functionality of the Service to Service specifications within 72 business hours of receipt of the report.

A. FORENSIC REPORTS.

Not Applicable

B. EXPERT WITNESS SERVICES.

Not Applicable

5. TERM, RENEWAL

A. TERM AND COMMENCEMENT.

The Service term shall commence on the date that the Service is available to the Customer via ShotSpotter Respond and will continue for one year, unless otherwise terminated by the Customer, and/or by the request of the ShotSpotter End-User Agencies.

B. RENEWAL.

The Service may be renewed for successive periods of one year each, provided: a) the ShotSpotter End-User Agencies continue the data sharing initiative; and b) Customer wishes to continue receiving Reviewed Alerts for the ShotSpotter End-User Agencies; and c) SST agrees to continue providing the Reviewed Alerts and related historical data under the terms of the Agreement. Renewal will be in accordance with the following procedure. Unless one of the parties notifies the other in writing of their intent to terminate or allow the Agreement to expire at the Service term then in effect, the Service will automatically renew for another one year Service period. Such notification shall be no later than the expiration of the Service term then in effect.

C. COMMERCIAL CARRIER DATA SERVICES.

Not Applicable

6. IP INFRINGEMENT; EXCLUSIVE REMEDY.

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

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

Further provided, however, that this section shall not apply and SST shall have no obligation to defend and indemnify Customer in the event the Customer or a reseller, integrator, service provider or supplier modifies, alters, substitutes, or supplements any of the Service, or Software, or to the extent that the claim of infringement arises from or relates to the integration, bundling, merger or combination of any of the same with other hardware, software, systems, technologies, or components, functions, capabilities or applications not licensed by SST as part of the Service, nor 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 Service or Software are used for or in connection with any purpose, application or function other than detecting and locating gunshots exclusively through acoustic means.

If, in SST's opinion, the Service, or Software may, or is likely to become, the subject of such a suit or action, does become the subject of a claim asserted against a customer in a lawsuit which SST is or may be obliged to defend under this section, or is determined to infringe the foregoing patents or copyrights of another in a final, non-appealable judgment subject to SST's obligations under this section, then SST may in full and final satisfaction of any and all of its obligations under this section, at its option: (1) procure for Customer the right to continue using the affected Service or Software, or (2) modify or replace such Service or Software to make it or them non-infringing

The foregoing section states the entire liability of SST and customer's and its suppliers' exclusive remedy for or relating to infringement or claims or allegations of infringement of any patent, copyright, or other intellectual property rights in or to the system, system components, and software. This section is in lieu of and replaces any other expressed, implied or statutory warranty against infringement of any and all intellectual property rights.

7. LIMITED WARRANTIES EXCLUSIVE; DISCLAIMERS IMPORTANT; PLEASE READ CAREFULLY

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

To the maximum extent permitted by applicable law, all other representations or warranties, express, implied, or statutory, including without limitation, any warranties of non-infringement, quality, suitability, merchantability, fitness for a particular purpose or otherwise of any services or any goods provided incidental to the services provided under this agreement are hereby expressly disclaimed and superseded by the exclusive limited express warranty and disclaimers set forth herein.

Without limiting the generality of the foregoing limitations and disclaimers, while the Service is not designed, sold, or intended to be used to detect, intercept, transmit or record oral or other communications of any kind, SST cannot control how the Service is used, and, accordingly, SST does not warrant or represent, expressly or implicitly, that use of the Service will comply or conform to the requirements of federal, state or local statutes, ordinances and laws, or that use of the Service will not violate the privacy rights of third parties. You shall be solely responsible for using the Service in full compliance with applicable law and the rights of third persons.

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

SST expressly disclaims, and does not undertake or assume any duty, obligation or responsibility for any decisions, actions, reactions, responses, failure to act, or inaction, by Customer as a result of or in reliance on, in whole or in part, any Services or Reviewed Alerts provided by SST, or for any consequences or outcomes, including any death, injury, or loss or damage to any

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

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

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

8. YOUR OBLIGATIONS.

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

A. Not Applicable

B. Not Applicable

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

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

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

F. Passwords and Access. Customer may designate up to the number of users under Customer's account which corresponds to the access required by assigning unique passwords and user names.

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

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

9. INTELLECTUAL PROPERTY RIGHTS; LIMITED LICENSE.

We or our licensors retain all ownership of all intellectual property rights in and to all data, software, computer programs, related documentation, technology, knowhow and processes embodied in or made available to you in connection with the Service, and Software, including, without limitation, all patent rights, copyrights, trade secret rights, trademarks and service marks. Your rights to install and use the Data and Software are limited, and shall be strictly in accordance with the License set forth in Section 2 hereof. Any and all rights not granted expressly in such License are hereby reserved.

10. EXPORT CONTROL.

You acknowledge that the ShotSpotter Flex System is the subject of a Commodity Jurisdiction determination by the United States Department of State, and has been determined to be a controlled commodity, software and/or technology subject to the United States Export Administration Regulations of the U.S. Department of Commerce. Accordingly, no part of the Data, Software, ShotSpotter Flex System or any Gunshot Location System component thereof may be transferred, consigned, 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, uploaded, transmitted, received, 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 applicable U.S. export control laws administered by the U.S. Government, and any other applicable U.S. laws, including the sanctions laws administered by the U.S. Department of Treasury, Office of Foreign Assets Control (OFAC), the U.S. Anti-Boycott regulations, and any applicable laws of your country. In this respect, no resale, transfer, or re-export of any ShotSpotter Flex System exported to you pursuant to a license from the U.S. Department of Commerce may be resold, transferred, or reported without prior authorization by the U.S. Government. Customer agrees not to export, re-export or engage in any "deemed export," or to transfer or deliver, or to disclose or furnish, to any foreign (non- U.S.) government, foreign (non-U.S.) person or end-user, or to any U.S. person or entity, any of the ShotSpotter Flex System, Gunshot Location System components, Data, Software, Services, 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, or without all necessary registrations, licenses and or approvals. Unless otherwise agreed and so specified in the Purchase Documents, you shall obtain and bear all expenses relating to any necessary determinations, registrations, licenses and/or exemptions with respect to its exportation, re- exportation or "deemed export" of the ShotSpotter Flex System, Data, Software or any Gunshot Location System Components or

Services, as well as with respect to the disclosure or furnishing of any technical data or other information and services relating to any of the same.

In addition to compliance with the foregoing, and without limiting the generality thereof, Customer shall not disclose, discuss, download, ship, transfer, deliver, furnish, or otherwise export or re-export any such item(s) to or through: (a) 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; (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 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.

11. PROTECTION OF CONFIDENTIAL INFORMATION.

Unless either party (the "Receiving Party") obtains prior written consent from the other (the "Disclosing Party"), the Receiving Party agrees that it will not reproduce, use for purposes other than those expressly permitted herein, disclose, sell, license, afford access to, distribute, or disseminate any information: i) obtained from the Disclosing Party in connection with the System purchase, installation or operation, and designated by it from time to time as confidential; ii) the documentation, use and operations manuals; and output data created or compiled by the ShotSpotter Flex System; iii) your use of the ShotSpotter Flex System or technology, your deployment methodology, results, or related facts; iv) the contractual terms and payment terms applicable to the purchase of the ShotSpotter Flex System or technology, except as required by local law (collectively, "Confidential Information"). Unless a section of the Purchase Document(s) specifically identifies the identity of Customer as Confidential Information, the fact that Customer is a customer of SST shall not itself be considered Confidential Information, nor shall the name of any city in which the ShotSpotter Gunshot Location System is deployed be considered confidential information. Recipient's obligations under this section shall not apply to any of Discloser's Confidential Information that Recipient can document: (a) was in the public domain at or subsequent to the time such Confidential Information was communicated to Recipient by Discloser through no fault of Recipient; (b) was rightfully in Recipient's possession free of any obligation of confidence at or subsequent to the time such Confidential Information was communicated to Recipient by such Discloser; (c) was developed by employees or agents of Recipient independently of and without reference to any of Discloser's Confidential Information; or (d) was communicated by Discloser to an unaffiliated third party free of any obligation of confidence. A disclosure by Recipient of any of Discloser's Confidential Information (a) in response to a valid order by a court or other governmental body; (b) as otherwise required by law; or (c) necessary to establish the rights of either party under this Agreement shall not be considered to be a breach of this Agreement by such Recipient; provided, however, such Recipient shall provide prompt prior written notice thereof to such Discloser to enable Discloser to seek a protective order or otherwise prevent such disclosure. Receiving Party shall use reasonable controls to protect the confidentiality of and restrict access to all such Confidential Information to those persons having a specific need to know

the same for purposes expressly authorized herein, and render unreadable prior to discarding, all records containing our Confidential Information. In any event such controls shall not be less protective than those Receiving Party uses to secure and protect its own confidential, but not "Classified" or otherwise Government-legended, information.

12. NOTICES.

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

13. FORCE MAJEURE.

In no event shall SST be liable for any delay or default in its performance of any obligation under this or any other agreement caused directly or indirectly by an act or omission of Customer, or persons acting under its direction and/or control, fire, flood, act of God, an act or omission of civil or military authority of a state or nation, strike, lockout or other labor disputes, inability to secure, delay in securing, or shortage of labor, materials, supplies, transportation, or energy, failures, outages or denial of services of wireless, power, telecommunications, or computer networks, acts of terrorism, sabotage, vandalism, hacking, natural disaster or emergency, war, riot, embargo or civil disturbance, breakdown or destruction of plant or equipment, or arising from any cause whatsoever beyond SST's reasonable control. At SST's option and following notice to Customer, any of the foregoing causes shall be deemed to suspend such obligations of SST so long as any such cause shall prevent or delay performance, and SST agrees to make and Customer agrees to accept performance of such obligations whenever such cause has been remedied.

14. DEFAULT; REMEDIES.

Upon the occurrence of any default by or breach of your obligations, we may at our option, effective immediately, terminate our future obligations under this agreement and terminate your License to use the Service and Software

15. LIMITATIONS ON LIABILITY.

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

In any event, except for its IP infringement indemnity obligations under section 6 hereof, SST's cumulative liability for all losses, claims, suits, controversies, breaches or damages for any cause

whatsoever (including, but not limited to, those arising out of or related to this agreement) and regardless of the form of action or legal theory shall not exceed two times the amount paid to SST under this agreement, or the amount of insurance maintained by SST 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.

16. GENERAL PROVISIONS.

A. NO AGENCY.

Neither SST 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 AND TAXES.

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

C. EQUAL OPPORTUNITY CONTRACT CLAUSE.

SST is committed to the provisions outlined in the Equal Opportunity Clauses of Executive Order 11246, (41 CFR 60-1.4), section 503 of the Rehabilitation Act of 1973, (41 CFR 60-741.5(a)), section 402 of the Vietnam Era Veterans Readjustment Act of 1974, (41 CFR 60-250.5(a)), and, the Jobs for Veterans Act of 2003, (41 CFR 60-300.5(a)) as well as any other regulations pertaining to these orders.

D. SEVERABILITY AND INTERPRETATION.

If any provision, in whole or in part, of this Agreement is held invalid or unenforceable for any reason, the invalidity shall not affect the validity of the remaining provisions, 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 or provision 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 Agreement.

E. INTEGRATION, AMENDMENT AND WAIVER.

This Agreement, together with any other exhibits, attachments, or appendices thereto, constitute the entire understanding between SST 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, alter, amend or supplement these terms and conditions will not be binding unless agreed to in a writing signed by appropriate representatives of both

SST and Customer. No modification, variance, amendment or waiver of any part of Agreement 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 this 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.

F. BENEFIT AND BURDEN; ASSIGNMENT.

Subject to the following provisions, this Agreement 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 Service and Software, 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 this Agreement or any of the rights granted therein, in whole or in part, by operation of law or otherwise, without SST's express prior written consent. SST may assign or transfer this Agreement and/or SST'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 SST's express consent.

G. GOVERNING LAW AND DISPUTE RESOLUTION.

The validity, performance, and construction of this agreement shall be governed by the laws of the laws of the State of Massachusetts, 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 arising under this Agreement or the relationship and dealings of the parties hereto, then SST 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 resolved 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, any controversy or claim arising out of or relating to this Agreement or the validity or breach of any of the provisions thereof, or the relationship, dealings, rights, and obligations of the parties, or use of the Service, shall be settled by binding arbitration, before three arbitrators, in or as near as possible to Newark, California, United States of America, or in such other location as the parties may agree, in

accordance with the Commercial Rules of the American Arbitration Association in effect on the date of this 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., dba SST

By: _____
(Authorized Signatory)

Name: _____

Title: _____

Date: _____

MASSACHUSETTS STATE POLICE

By: Colonel W. A. Murphy
(Authorized Signatory)

Name: KERRY A. GILPIN

Title: Colonel / Superintendent

Date: 2/8/18

Attachment 1**ShotSpotter End-User Agencies**

The following ShotSpotter End-User Agencies have authorized SST to share ShotSpotter Reviewed Alerts and related historical data with the Customer:

- Springfield
- Worcester
- Chelsea
- Everett
- Revere
- Somerville
- Cambridge
- Brockton
- Pittsfield
- Fall River

The parties understand and agree that the list of agencies may change from time-to-time. Should an agency notify SST of its desire to share or discontinue sharing ShotSpotter Reviewed Alerts and related historical data with the Customer, SST and Customer will amend this Agreement and the scope of the Services defined herein by revising this Attachment 1. Customer understands and agrees that the ShotSpotter Reviewed Alerts and historical data will not be shared for any agency that is not listed here in Attachment 1.

City of Brockton Massachusetts

Police Department Office of the Chief



John W. Crowley, Chief 7 COMMERCIAL STREET, BROCKTON, MA 02302-2702 (508) 897-5350

November 20, 2017


Lt. Col. Dermot Quinn
Division Commander
Dept. of State Police
Commonwealth of Massachusetts
Division of Homeland Security and Preparedness
470 Worcester Road
Framingham, MA 01702

Dear Lt. Col. Quinn;

I am in receipt of your letter dated 11/15/17 requesting the Brockton Police Department provide you with our Shotspotter data on a real time basis. Attached is the agreement signed by me that will authorize this to take place.

If there is anything else my office can provide, please feel free to contact us.

Very truly yours,


JOHN W. CROWLEY
Chief of Police

JWC/mnt

cc: B. Perez, Sgt.

Enclosure

I agree to share ShotSpotter data with Massachusetts State Police SPEAR.

John W. Crowley
Chief/Superintendent/Commissioner

Brockton PD
Police Department

11/20/17
Date



CHARLES D. BAKER
GOVERNOR

KARYN E. POLITO
LIEUTENANT GOVERNOR

DANIEL BENNETT
SECRETARY

COLONEL RICHARD D. MCKEON
SUPERINTENDENT

The Commonwealth of Massachusetts

Department of State Police

Division of Homeland Security and Preparedness

470 Worcester Road

Framingham, Massachusetts 01702

November 15, 2017

Chief Brian Kyes
Chelsea Police Department
19 Park Street
Chelsea, MA 02150

Dear Chief Kyes,

The Massachusetts State Police has recently embarked on a project that will provide a more real time assessment of public safety events as they occur across the entire Commonwealth. A key component of that effort is a new "Real Time Crime Center" known internally as the State Police Emergency and Awareness Response Center (SPEAR). The Center is located at State Police Headquarters, 470 Worcester Road, Framingham, MA. The SPEAR will fall under the direction and control of the Division of Homeland Security and Preparedness.

The SPEAR continues to add technology resources from state and municipal agencies including video resources, ALPR resources, and criminal and non-criminal database resources. We recently met with the ShotSpotter, Inc. (SST) to discuss implementing their technology at the SPEAR. The discussion also included ideas how we might access the twelve ShotSpotter systems that are currently in place across Massachusetts. Technologically, that effort would not be difficult since the data and alerts are stored on a central server which is operated and maintained by ShotSpotter. We would simply implement a map view of the Commonwealth and place the ShotSpotter alerts and associated data on the map at the relevant location for situational awareness purposes.

The intent of this letter is to seek your permission to view the data collected by your department's ShotSpotter system. The data would be displayed at the SPEAR in a similar fashion to how you display it at your Police Department. The only difference is that we would display all twelve agencies at once giving a view of gunshots as they appear in real time and historically across Massachusetts.

- 1 -

Excellence In Service Through Quality Policing

I appreciate your consideration of this request and look forward to working with you and your team.

Respectfully Submitted,

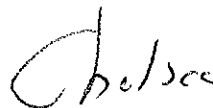
 1765

Dermot J. Quinn
Lieutenant Colonel
Division Commander
Division of Homeland Security and Preparedness

I agree to share ShotSpotter data with Massachusetts State Police SPEAR.



Chief/Superintendent/Commissioner



Police Department

11/20/17

Date



CHARLES D. BAKER
GOVERNOR

KARYN E. POLITO
LIEUTENANT GOVERNOR

DANIEL BENNETT
SECRETARY

COLONEL RICHARD D. MCKEON
SUPERINTENDENT

The Commonwealth of Massachusetts

Department of State Police

Division of Homeland Security and Preparedness

470 Worcester Road

Framingham, Massachusetts 01702

November 15, 2017

Chief Steven A. Mazzie
Everett Police Department
45 Elm Street
Everett, MA 02149

Dear Chief Mazzie,

The Massachusetts State Police has recently embarked on a project that will provide a more real time assessment of public safety events as they occur across the entire Commonwealth. A key component of that effort is a new "Real Time Crime Center" known internally as the State Police Emergency and Awareness Response Center (SPEAR). The Center is located at State Police Headquarters, 470 Worcester Road, Framingham, MA. The SPEAR will fall under the direction and control of the Division of Homeland Security and Preparedness.

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Excellence In Service Through Quality Policing

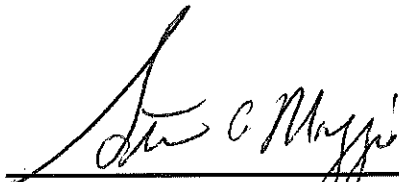
I appreciate your consideration of this request and look forward to working with you and your team.

Respectfully Submitted,

1765

Dermot J. Quinn
Lieutenant Colonel
Division Commander
Division of Homeland Security and Preparedness

I agree to share ShotSpotter data with Massachusetts State Police SPEAR.



Chief/Superintendent/Commissioner

Everett P.D.

Police Department

11/25/17

Date

LT Col. Quinn,

Per our discussion, I agree to share the Shot Spotter information for situational awareness purposes but respectfully request that by sharing such information that it does not trigger an MSP Field Ops response as this could create confusion on scene in our city. As usual should we require assistance we would put out the necessary information over RAPERV.

Thank you,



Excellence In Service Through Quality Policing



CHARLES D. BAKER
GOVERNOR

KARYN E. POLITO
LIEUTENANT GOVERNOR

DANIEL BENNETT
SECRETARY

COLONEL RICHARD D. MCKEON
SUPERINTENDENT

The Commonwealth of Massachusetts

Department of State Police

Division of Homeland Security and Preparedness

470 Worcester Road

Framingham, Massachusetts 01702

November 15, 2017

Chief Daniel S. Racine
Fall River Police Department
685 Pleasant Street
Fall River, MA 02721

Dear Chief Racine,

The Massachusetts State Police has recently embarked on a project that will provide a more real time assessment of public safety events as they occur across the entire Commonwealth. A key component of that effort is a new "Real Time Crime Center" known internally as the State Police Emergency and Awareness Response Center (SPEAR). The Center is located at State Police Headquarters, 470 Worcester Road, Framingham, MA. The SPEAR will fall under the direction and control of the Division of Homeland Security and Preparedness.

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- 1 -

Excellence In Service Through Quality Policing

I appreciate your consideration of this request and look forward to working with you and your team.

Respectfully Submitted,

Dermot J. Quinn 1765

Dermot J. Quinn
Lieutenant Colonel
Division Commander
Division of Homeland Security and Preparedness

I agree to share ShotSpotter data with Massachusetts State Police SPEAR.

<i>Allet 762</i>	<i>Fall River</i>	<i>12-8-17</i>
Chief/Superintendent/Commissioner	Police Department	Date



The Commonwealth of Massachusetts

Department of State Police

CHARLES D. BAKER
GOVERNOR

KARYN E. POLITO
LIEUTENANT GOVERNOR

DANIEL BENNETT
SECRETARY

COLONEL RICHARD D. McKEON
SUPERINTENDENT

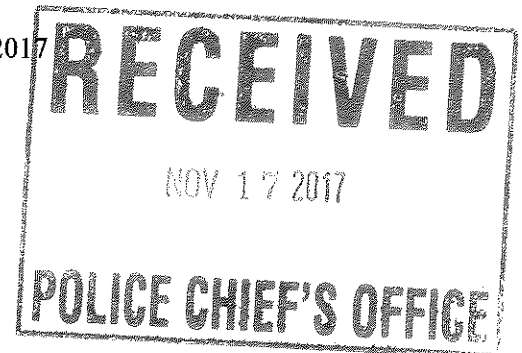
Division of Homeland Security and Preparedness

470 Worcester Road

Framingham, Massachusetts 01702

November 15, 2017

Chief Michael J. Wynn
Pittsfield Police Department
39 Allen Street
Pittsfield, MA 01201



Dear Chief Wynn,

The Massachusetts State Police has recently embarked on a project that will provide a more real time assessment of public safety events as they occur across the entire Commonwealth. A key component of that effort is a new "Real Time Crime Center" known internally as the State Police Emergency and Awareness Response Center (SPEAR). The Center is located at State Police Headquarters, 470 Worcester Road, Framingham, MA. The SPEAR will fall under the direction and control of the Division of Homeland Security and Preparedness.

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- 1 -

Excellence In Service Through Quality Policing

I appreciate your consideration of this request and look forward to working with you and your team.

Respectfully Submitted,

Handwritten signature of Dermot J. Quinn in black ink, followed by the number 1765.

Dermot J. Quinn
Lieutenant Colonel
Division Commander
Division of Homeland Security and Preparedness

I agree to share ShotSpotter data with Massachusetts State Police SPEAR.

Handwritten signature of Michael J. Wynn in black ink.

Chief/Superintendent/Commissioner

PITTSFIELD PD
Police Department

11/29/2017
Date



CHARLES D. BAKER
GOVERNOR

KARYN E. POLITO
LIEUTENANT GOVERNOR

DANIEL BENNETT
SECRETARY

COLONEL RICHARD D. MCKEON
SUPERINTENDENT

The Commonwealth of Massachusetts

Department of State Police

Division of Homeland Security and Preparedness

470 Worcester Road

Framingham, Massachusetts 01702

November 15, 2017

Chief James Guido
Revere Police Department
400 Revere Beach Parkway
Revere, MA 02151

Dear Chief Guido,

The Massachusetts State Police has recently embarked on a project that will provide a more real time assessment of public safety events as they occur across the entire Commonwealth. A key component of that effort is a new "Real Time Crime Center" known internally as the State Police Emergency and Awareness Response Center (SPEAR). The Center is located at State Police Headquarters, 470 Worcester Road, Framingham, MA. The SPEAR will fall under the direction and control of the Division of Homeland Security and Preparedness.

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- 1 -

Excellence In Service Through Quality Policing

I appreciate your consideration of this request and look forward to working with you and your team.

Respectfully Submitted,

 1765

Dermot J. Quinn
Lieutenant Colonel
Division Commander
Division of Homeland Security and Preparedness

I agree to share ShotSpotter data with Massachusetts State Police SPEAR.

 CHIEF

Chief/Superintendent/Commissioner

REVERE

Police Department

11/30/17

Date



CHARLES D. BAKER
GOVERNOR

KARYN E. POLITO
LIEUTENANT GOVERNOR

DANIEL BENNETT
SECRETARY

COLONEL RICHARD D. MCKEON
SUPERINTENDENT

The Commonwealth of Massachusetts

Department of State Police

Division of Homeland Security and Preparedness

470 Worcester Road

Framingham, Massachusetts 01702

November 15, 2017

Chief David Fallon
Somerville Police Department
220 Washington Street
Somerville, MA 02143

Dear Chief Fallon,

The Massachusetts State Police has recently embarked on a project that will provide a more real time assessment of public safety events as they occur across the entire Commonwealth. A key component of that effort is a new "Real Time Crime Center" known internally as the State Police Emergency and Awareness Response Center (SPEAR). The Center is located at State Police Headquarters, 470 Worcester Road, Framingham, MA. The SPEAR will fall under the direction and control of the Division of Homeland Security and Preparedness.

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- 1 -

Excellence In Service Through Quality Policing

I appreciate your consideration of this request and look forward to working with you and your team.

Respectfully Submitted,

Handwritten signature of Dermot J. Quinn, followed by the number 1765.

Dermot J. Quinn
Lieutenant Colonel
Division Commander
Division of Homeland Security and Preparedness

I agree to share ShotSpotter data with Massachusetts State Police SPEAR.

Handwritten signature of the Police Department representative.

Chief/Superintendent/Commissioner

Handwritten signature of the Police Department representative.

Police Department

Handwritten date 11-20-17.

Date



CHARLES D. BAKER
GOVERNOR

KARYN E. POLITO
LIEUTENANT GOVERNOR

DANIEL BENNETT
SECRETARY

COLONEL RICHARD D. MCKEON
SUPERINTENDENT

The Commonwealth of Massachusetts

Department of State Police

Division of Homeland Security and Preparedness

470 Worcester Road

Framingham, Massachusetts 01702

November 15, 2017

Commissioner John Barbieri
Springfield Police Department
130 Pearl Street
Springfield, MA 01105

Dear Commissioner Barbieri,

The Massachusetts State Police has recently embarked on a project that will provide a more real time assessment of public safety events as they occur across the entire Commonwealth. A key component of that effort is a new "Real Time Crime Center" known internally as the State Police Emergency and Awareness Response Center (SPEAR). The Center is located at State Police Headquarters, 470 Worcester Road, Framingham, MA. The SPEAR will fall under the direction and control of the Division of Homeland Security and Preparedness.

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Excellence In Service Through Quality Policing

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Respectfully Submitted,

Dermot J. Quinn 1765

Dermot J. Quinn
Lieutenant Colonel
Division Commander
Division of Homeland Security and Preparedness

I agree to share ShotSpotter data with Massachusetts State Police SPEAR.

<i>John R. Barbieri</i>	<i>SPRINGFIELD</i>	<i>11-20-17</i>
Chief/Superintendent/Commissioner	Police Department	Date



CHARLES D. BAKER
GOVERNOR

KARYN E. POLITO
LIEUTENANT GOVERNOR

DANIEL BENNETT
SECRETARY

COLONEL RICHARD D. MCKEON
SUPERINTENDENT

The Commonwealth of Massachusetts

Department of State Police

Division of Homeland Security and Preparedness

470 Worcester Road

Framingham, Massachusetts 01702

November 15, 2017

Chief Steven Sargent
Worcester Police Department
911 Lincoln Square
Worcester, MA 01608

Dear Chief Sargent,

The Massachusetts State Police has recently embarked on a project that will provide a more real time assessment of public safety events as they occur across the entire Commonwealth. A key component of that effort is a new "Real Time Crime Center" known internally as the State Police Emergency and Awareness Response Center (SPEAR). The Center is located at State Police Headquarters, 470 Worcester Road, Framingham, MA. The SPEAR will fall under the direction and control of the Division of Homeland Security and Preparedness.

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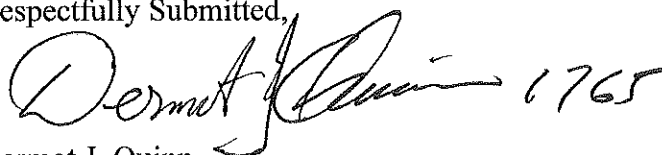
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Excellence In Service Through Quality Policing

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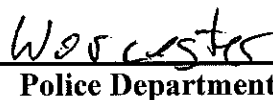
 1765

Dermot J. Quinn
Lieutenant Colonel
Division Commander
Division of Homeland Security and Preparedness

I agree to share ShotSpotter data with Massachusetts State Police SPEAR.



Chief/Superintendent/Commissioner



Police Department

Date