

City of Sacramento
City Council - 5PM Report
915 I Street Sacramento, CA 95814
www.cityofsacramento.org

File ID: 2025-01291

9/9/2025

Agreement: Gunfire Detection System [Two-Thirds Vote Required; Published for 10-Day Review 07/09/2025, 08/27/2025]

File ID: 2025-01291

Location: Citywide

Recommendation: Pass a **Motion**, by two-thirds vote, suspending competitive bidding per City Code section 3.56.230(E) in the best interests of the City, authorizing the Interim City Manager, or designee to: 1) suspend competitive bidding and 2) to execute an agreement with SoundThinking, Inc., to continue monitoring services for three gunshot detection systems, for a contract amount not to exceed \$2,654,445 through June 14, 2030.

Contact: Ethan Hanson, Police Captain, (916) 808-0714, ehanson@pd.cityofsacramento.org, Police Department

Presenter: None

Attachments:

- 1-Description/Analysis
- 2-Agreement

Description/Analysis

Issue Detail: The national average for citizens in urban areas to call the police when they hear gunshots is 12%. Additionally, the time delay between the gunshots being fired, the 911 call, and officers being dispatched to the location, may be several minutes. The likelihood of locating suspects, witnesses, and evidence is greatly diminished the longer the response time.

Reducing gun violence is a top policy priority for the Sacramento Police Department (SPD). In an ongoing effort to reduce violent crimes, SPD recommends continued utilization of a gunshot detection monitoring system, which has enhanced response times, improved locating suspects and/or witnesses, and the collection of evidence.

Currently, there are ShotSpotter systems in three-square mile areas within north and south Sacramento and 1.84 square miles in east Sacramento due to a consistently high volume of gunfire incidents. The first system in north Sacramento was authorized by Council (Resolution 2015-0041)

for a one-year period to test the system's effectiveness. Based on the pilot system's accuracy and reliability, Council authorized expansions into south and east Sacramento (Resolutions 2016-0150 and 2017-0364, respectively).

The three ShotSpotter systems throughout Sacramento have proven to be valuable assets when responding to and investigating gun violence. Since the first deployment of the technology, the SPD has learned that most ShotSpotter activations do not have a corresponding call for service from the community, with only about 11% of 2024 activations having an associated call from the public.

As a direct result of this technology, the SPD has achieved the following:

	North 2020-2024	South 2020-2024	East 2020-2024	Total
Total ShotSpotter Activations	2,004	1,209	923	4,136
Activation with a Citizen Call	274	163	170	607
ShotSpotter Alert Only	1,730	1,046	753	3,529

Given the success of this technology and the SPD's commitment to keeping Sacramento communities safe from gun violence, staff recommends executing a new Master Service Agreement with SoundThinking, Inc. to continue ShotSpotter gunshot detection services in north, south and east Sacramento until June 15, 2030.

Policy Considerations: City Code section 4.04.020 mandates that unless waived by a 2/3 vote of the City Council, all agreements greater than \$1,000,000 shall be made available to the public at least (10) days prior to council action. This item was published for 10-day review on July 9, 2025 and August 27, 2025, as required.

Economic Impacts: Not applicable.

Environmental Considerations: California Environmental Quality Act (CEQA): This action concerns administrative and professional activities that will not have a significant impact on the environment, and therefore, does not constitute a "project" as defined by the CEQA Guidelines, per Sections 15061(b)(3) and 15378(b)(2).

Sustainability: Not applicable.

Commission/Committee Action: Not applicable.

Rationale for Recommendation: The Department did an extensive market research to identify other vendors that provide the same product. Several factors have been considered as part of this recommendation, including the training requirements associated with new systems and the fact that alternative vendors were unable to provide comparable products and services that meet the City's

specifications.

Only one competitive vendor offered similar gunshot detection systems and infrastructure. If that product were deployed, there is an approximate three (3) month period of time after installation in which would make misidentification of gunshot activity, or lack of identifying it. The system would improve over time but would require substantial involvement from SPD contacting the company and alerting them to the incident, date, time, and location. This would cause an increase in staff time, as well as a period of time in which a less reliable gunshot detection system would be in place. Additionally, once fully implemented, the competing system would only use artificial intelligence to identify the sounds of shots fired, then immediately sending information to the SPD. SoundThinking, Inc. also uses artificial intelligence software to identify potential shots fired incidents, however, all activations are then manually reviewed by an employee, reducing the likelihood that the SPD would receive false alerts in which no gunfire has occurred.

Other vendors offered products that could help address gun violence, but they either did not address gunshot audio detection, or were not sufficiently scalable to the current service areas without being cost prohibitive.

Financial Considerations: The fiscal year 2025/26 budget includes \$314,600 in Multi-Year Operating Project (MYOP) funding (I11002500) and \$491,879 in federal grant funding from the US Department of Justice's Edward Byrne Justice Assistance Grant (JAG) program (G11017823 and G11017824). These funds support contract costs through September 2027. Contract extensions will be reviewed and considered each year, contingent on available funding.

Local Business Enterprise (LBE): A waiver of the LBE participation requirement was approved based on the fact that this is a sole source procurement and the vendor is not an LBE.

SOUNDTHINKING™ MASTER SERVICES AGREEMENT



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

Contents

1.	EXHIBITS	1
2.	DEFINITIONS	1
3.	SUBSCRIPTION SERVICES	2
4.	INITIAL TERM AND RENEWAL	2
5.	LICENSE AND OWNERSHIP	3
6.	CONFIDENTIALITY AND PROPRIETARY RIGHTS.....	6
7.	LIMITED WARRANTIES	7
8.	CUSTOMER OBLIGATIONS.....	8
9.	INTELLECTUAL PROPERTY INFRINGEMENT.....	9
10.	INDEMNIFICATION, LIMITATION OF LIABILITY, INSURANCE	10
11.	DEFAULT AND TERMINATION; REMEDIES	12
12.	TAXES	13
13.	NOTICES.....	13
14.	FORCE MAJEURE.....	14
15.	ENTIRE AGREEMENT	14
16.	GOVERNING LAW.....	14
17.	NO WAIVER	14
18.	SEVERABILITY	14
19.	DISPUTE RESOLUTION.....	15
20.	ASSIGNMENT	15
21.	COMPLIANCE WITH LAWS	15
22.	EQUAL EMPLOYMENT OPPORTUNITY	15
23.	GENERAL PROVISIONS.....	15
	ADDENDUM ONE - SHOTSPOTTER® SUPPLEMENTAL TERMS	1
	EXHIBIT A – SOUNDTHINKING QUOTATION.....	1

This Master Services Agreement (this “Agreement”) is entered into by and between SoundThinking™, Inc. (referred to herein as “SoundThinking”), with offices located at 39300 Civic Center Dr., Suite 300, Fremont, CA 94538, and the City of Sacramento, by and through Sacramento Police Department (hereinafter referred to as “Customer”), with offices located at Sacramento City Hall, 915 I Street, Sacramento, CA 95814, effective as of June 15, 2025 (the “Effective Date”). SoundThinking and Customer may also be referred to in this Agreement individually as a “Party” or collectively as the “Parties”.

This Agreement and its exhibits define the deliverables, implementation, and support services for the SoundThinking Subscription Services to be provided under this Agreement and identified in SoundThinking’s Quote attached hereto as Exhibit A.

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

1. EXHIBITS

The following Addenda and Exhibits are attached to, and incorporated in this Agreement:

- A. Addendum One - ShotSpotter® Supplemental Terms
- B. Exhibit A SoundThinking Quote SACPD021925B

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 with respect to the ShotSpotter® Gunshot Detection, Location, and Forensics System.
- B. CaseBuilder™, CaseBuilder™ Subscription Services, CaseBuilder™ Software, or CaseBuilder™ System means the SoundThinking case management software.
- C. CaseBuilder™|Crime Gun, CaseBuilder™|Crime Gun Subscription Services, CaseBuilder™|Crime Gun Software, or CaseBuilder™|Crime Gun System means SoundThinking’s gun crime tracking and analysis case management tool.
- D. Confidential Information means that information designated by either Party as confidential or proprietary as further defined in Section 6 of this Agreement.
- E. CrimeTracer™, CrimeTracer™ Subscription Services, CrimeTracer™ Software, or CrimeTracer™ System means the SoundThinking law enforcement search engine and information platform which enables customers to search data from agencies across the U.S.
- F. Coverage Area means the area in square miles covered by the ShotSpotter® Subscription Services as set forth in Exhibit A and any increase to the Coverage Area as agreed to in writing between the Parties.
- G. Documentation means the standard SoundThinking user documentation (user guides or manuals, training information, product specifications) provided with the applicable Subscription Service.

- H. PlateRanger™ (“PlateRanger”) means the Advanced License Plate Recognition (“ALPR”) Subscription Services provided by SoundThinking in partnership with Rekor.
- I. ResourceRouter™, ResourceRouter™ Subscription Services, ResourceRouter™ Software, or ResourceRouter™ System means the SoundThinking crime forecasting and patrol/task force management system.
- J. SafePointe™ System means, collectively, the SafePointe™ Subscription Services, SafePointe™ Software, and SafePointe™ Hardware that comprise the SafePointe weapons detection system.
- K. SafePointe Hardware means the SoundThinking owned sensors, cameras, servers, and networking equipment.
- L. SafePointe Data means the images and video collected by the SafePointe Subscription Services, magnetic signatures, and motion data.
- M. ShotSpotter®, ShotSpotter® System, ShotSpotter® Software, or ShotSpotter® Subscription Services means the ShotSpotter® Gunshot Detection, Location, and Forensic Analysis Service.
- N. ShotSpotter Data means the data, information, and electronic files created, generated, modified, compiled, displayed, stored or kept in the course of providing the ShotSpotter Subscription Services, including, without limitation, information in Reviewed Alerts accessible through the ShotSpotter Subscription Services and/or Software.
- O. Software or SoundThinking Software means collectively the SoundThinking applications identified in Exhibit A and the Addenda to this Agreement 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 Services provided by SoundThinking to Customer subsequent to the execution date of this Agreement, and if purchased by Customer, the SoundThinking API Subscription License.
- P. Subscription Services or SoundThinking Subscription Services means collectively the services provided to Customer on a subscription basis under this Agreement to access, and SoundThinking’s maintenance of, the Software.
- Q. System means collectively the Software and Subscription Services provided under this Agreement.

3. SUBSCRIPTION SERVICES

- A. SoundThinking will implement the applicable Subscription Services set forth in Exhibit A and the Addenda to this Agreement.

4. INITIAL TERM AND RENEWAL

The initial term of the Subscription Services shall be for a period of sixty (60) months commencing on June 15, 2025, and ending June 14, 2030.

The Subscription Services may be renewed for successive periods of one year each (or multiple years as mutually agreed upon in writing by the Parties), in accordance with the following procedure. SoundThinking shall provide Customer with a renewal notice stating the renewal fees, terms, and conditions for the next successive renewal term approximately ninety (90) days prior to the expiration date of the then current term. Customer acknowledges that the Subscription Services fees, terms and conditions, and service levels hereunder are subject to change and that such fees, terms and conditions, and service levels may vary from those applicable to this Agreement in successive renewal terms. Annual Subscription fees for ShotSpotter, CaseBuilder, ResourceRouter, and SafePointe are subject to increase at a rate of 5% for Customers whose annual subscription fee is less than the current SoundThinking list price. Annual Subscription fees for CrimeTracer are subject to increase at a rate of 7% for Customers whose annual subscription fee is less than the current SoundThinking list price.

If Customer fails to renew prior to expiration of the then current subscription term, the Subscription Services will terminate in accordance with Section 5.C and the Customer's access to the Subscription Services will be disabled.

5. LICENSE AND OWNERSHIP

In consideration for and subject to the payment of the annual Subscription Services fees as set forth in Exhibit A, Customer is granted a non-transferrable, non-exclusive and terminable license ("License") to use the applicable SoundThinking Subscription Services, and ShotSpotter® Data for the Customer's own internal purposes and, if applicable, permitting citizens to access the public facing components of the relevant Subscription Services as set forth in this Section 5 and the Addenda to this Agreement. Please read the terms and conditions of this Agreement carefully. By using any SoundThinking Subscription Services, Customer agrees to be bound by the terms and conditions of this Agreement and its Addenda. If Customer does not agree to these terms, Customer must notify SoundThinking and discontinue any use of the SoundThinking Subscription Services.

A. License and Restrictions.

Software and Subscription Services. The Software is the proprietary product of SoundThinking, licensed to Customer on an annual subscription basis. The SoundThinking Software may incorporate components supplied to SoundThinking 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 SoundThinking or, if applicable, its suppliers. All right and title to the SoundThinking 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 SoundThinking. 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 SoundThinking 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 the Subscription Services, or Software to any person other than Customer; or (iv) sell, resell, sublicense, lease, rent, or loan the Subscription Services or Software, in whole or in part. No component of the Subscription Services, or Software may be used to operate a service bureau, rental or time-sharing arrangement.

Nothing in this Agreement shall be construed as granting any right or title to any SoundThinking Software, the ShotSpotter Data, or any component thereof, or any other intellectual property of SoundThinking or its suppliers to Customer.

Customer shall not alter, remove or obscure any copyright, patent, trademarks, confidential, proprietary, or restrictive notices or markings on any component of the Subscription Services, Software or any Documentation.

Use, duplication, or disclosure by applicable U.S. government agencies is subject to restrictions as set forth in the provisions of DFARS 48 CFR 252.227-7013 or FAR 48 CFR 52.227-7014, as applicable.

B. Export.

Customer acknowledges that the ShotSpotter System has been determined by the United States Department of State to be a controlled commodity, software and/or technology subject to the United States Export Administration Regulations of the U.S. Department of Commerce. Customer is specifically prohibited from the export, or re-export, transfer, consignment, shipment, delivery, downloading, uploading, or transmitting in any form, any ShotSpotter Software, ShotSpotter Subscription Services, ShotSpotter Data, Documentation, or any component thereof or underlying information or technology related thereto, to any third party, government, or country for any end uses except in strict compliance with applicable U.S. export controls laws, and only with the express prior written agreement of SoundThinking. In the event that such written agreement is provided, Customer shall be responsible for complying with all applicable export laws and regulations of the United States and destination country, including, but not limited to the United States Export Administration Regulations of the U.S. Department of Commerce, 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 Customer's country. In this respect, no resale, transfer, or re-export of the ShotSpotter System or any ShotSpotter System component exported to Customer 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 third party, or to any U.S. person or entity, any of the ShotSpotter System, or ShotSpotter 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. Customer shall bear all expenses relating to any necessary registrations, licenses or approvals.

In addition to the restrictions and requirements set forth above, the Customer shall not export, or re-export, transfer, consign, ship, deliver, download, upload, or transmit in any form, the

CaseBuilder, CaseBuilder|Crime Gun, CrimeTracer, ResourceRouter, or SafePointe Subscription Services, the Software, Documentation, or any component thereof, or underlying information or technology related thereto to any third party, government, or country for any end uses except in strict compliance with applicable U.S. export controls laws, and only with the express prior written agreement of SoundThinking. In the event that such written agreement is provided, Customer shall be responsible for complying with all applicable export laws and regulations of the United States and destination country, including, but not limited to the United States Export Administration Regulations of the U.S. Department of Commerce, 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 the import country.

In addition to the foregoing, 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 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 any of the applicable Subscription Services, or Software, provided hereunder, including ShotSpotter 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 SoundThinking when due, or failure to renew the applicable Subscription Services prior to expiration of the then current subscription term unless such breach has been cured within said thirty (30) day period. In the event of a breach of SoundThinking's intellectual property rights, SoundThinking at its sole discretion may terminate this Agreement immediately upon written notice to Customer. In the event of termination for any reason, Customer's access to the applicable Subscription Services and Software will terminate and be disabled. Customer agrees that SoundThinking 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.

SoundThinking reserves the right at its discretion to modify, temporarily or permanently, the Subscription Services (or any part thereof). If SoundThinking intends to release a modification to the Subscription Services that will result in the removal or disabling of a major feature or functionality, SoundThinking will provide thirty (30) days prior notice to its customer base. Should Customer materially rely on such feature or functionality, SoundThinking, at Customer's request, shall use commercially reasonable efforts to restore such functionality to Customer. In the event that SoundThinking 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 SoundThinking reserves the right to discontinue offering the

Subscription Services at the conclusion of Customer's then current term. Customer agrees that SoundThinking 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 SoundThinking's discretion, SoundThinking 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, SoundThinking 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, SoundThinking will provide a pre-release package explaining the details and requirements for Customer's participation.

F. No Use by Third Parties.

Except as otherwise expressly set forth in this Agreement, use by anyone other than Customer of the Subscription Services, Software, Documentation, or ShotSpotter Data is prohibited, unless pursuant to a valid assignment of this Agreement as set forth in Section 20 of this Agreement.

G. PlateRanger.

License terms and conditions for PlateRanger are set forth in Rekor's License Agreement provided as Attachment A to the PlateRanger Addendum.

6. CONFIDENTIALITY AND PROPRIETARY RIGHTS

A. SoundThinking Confidential Information.

Customer acknowledges and agrees that the source code, technology, and internal structure of the SoundThinking Software, ShotSpotter Data, and SoundThinking Subscription Services, as well as Documentation, operations manual(s) and training material(s), are the confidential information and proprietary trade secrets of SoundThinking, or applicable third-party vendor, the value of which would be destroyed by disclosure to the public. Use by anyone other than Customer of the Subscription Services, Documentation, and ShotSpotter Data is prohibited, unless pursuant to a valid assignment under this Agreement. Unless prohibited by applicable law, the terms and conditions of this Agreement, including pricing and payment terms shall also be treated as SoundThinking's confidential information. Customer shall not disassemble, decompile, or otherwise reverse engineer or attempt to reconstruct, derive, or discover any source code, underlying ideas, algorithms, formulae, routines, file formats, data structures, programming, routines, interoperability interfaces, drawings, or plans from the Software, or any data or information created, compiled, displayed, or accessible through the Subscription Services, in whole or in part. Customer agrees during the term of this Agreement, and thereafter, to hold the confidential information and proprietary trade secrets of SoundThinking in strict confidence and to not permit any person or entity to obtain access to it except as required for the Customer's exercise of the license rights granted under this Agreement. Nothing in this Agreement is intended to or shall limit any rights or remedies under applicable law relating to trade secrets, including the Uniform Trade Secrets Act as enacted in applicable jurisdictions.

B. Customer Confidential Information

During the term of this Agreement or any subsequent renewals, SoundThinking agrees to maintain Customer information designated by the Customer as confidential to which SoundThinking gains access in the performance of its obligations under this Agreement, and not disclose such Customer Confidential Information to any third parties except as may be required by law. SoundThinking agrees that Customer's Confidential Information shall be used solely for the purpose of performing SoundThinking's obligations under this Agreement.

C. Obligations of the Parties.

The receiving Party's ("Recipient") obligations under this section shall not apply to any of the disclosing Party's ("Discloser") 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 Discloser 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 the Recipient; provided, however, that Recipient shall provide prompt prior written notice thereof to the Discloser to enable Discloser to seek a protective order or otherwise prevent such disclosure. The Recipient shall use reasonable controls to protect the confidentiality of and restrict access to all Confidential Information of the Discloser to those persons having a specific need to know for the purpose of performing the Recipient's obligations under this Agreement. The Recipient shall use controls no less protective than Recipient uses to secure and protect its own confidential, but not "Classified" or otherwise Government-legended, information. Upon termination of this Agreement the Recipient, as directed by the Discloser, shall either return the Discloser's Confidential Information, or destroy all copies thereof and verify such destruction in writing to the Discloser.

Unless the Recipient obtains prior written consent from the Discloser, the Recipient agrees that it will not reproduce, use for purposes other than those expressly permitted in this Agreement, disclose, sell, license, afford access to, distribute, or disseminate any information designated by the Discloser as confidential.

7. LIMITED WARRANTIES

- A. SoundThinking warrants that the Software will function in substantial conformity with the SoundThinking Documentation accompanying the Software and Subscription Services. The Software covered under this warranty consists exclusively of ShotSpotter, the ShotSpotter Dispatch, ShotSpotter Respond, and ShotSpotter Insight applications and user interface; CaseBuilder; CaseBuilder[Crime Gun; CrimeTracer; ResourceRouter, and SafePointe Software and Subscription Services that are made available to the Customer under this Agreement as identified in Exhibit A or any subsequent amendment to this Agreement. Additional limited

warranties as applicable are set forth in the Addenda attached to this Agreement and incorporated herein.

- B. SoundThinking further warrants that the Subscription Services, and Software shall be free of viruses, Trojan horses, worms, spyware, or other malicious code or components.
- C. SoundThinking does not warrant or represent, expressly or implicitly, that any of its Subscription Services or Software will be uninterrupted or error free; or that any SoundThinking-supplied network will remain in operation at all times or under all conditions.
- D. Any and all warranties, express or implied, of fitness for high-risk purposes requiring fail-safe performance are hereby expressly disclaimed.
- E. The Parties acknowledge and agree that the Subscription Services are not consumer goods, and are not intended for sale to or use by or for personal, family, or household use.
- F. Warranties for PlateRanger are provided in the Rekor License Agreement provided as Attachment A to the PlateRanger Addendum.

EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 7, AND THE APPLICABLE ADDENDA TO THIS AGREEMENT SOUNDTHINKING MAKES AND CUSTOMER RECEIVES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF NON-INFRINGEMENT, QUALITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. CUSTOMER OBLIGATIONS.

Customer acknowledges and agrees that SoundThinking's duties, including warranty obligations, and ability to perform its obligations to Customer under this Agreement shall be predicated and conditioned upon Customer's timely performance of and compliance with Customer's obligations hereunder, including, but not limited to:

- A. Customer agrees to pay all sums due under this Agreement when they are due pursuant to the payment terms in Exhibit A.
Customer's address for invoicing:
City of Sacramento
Accounts Payable
915 I Street, 4th Floor
Sacramento, CA 95814
Email: apinvoices@cityofsacramento.org
- B. Customer agrees to use reasonable efforts to timely perform and comply with all of Customer's obligations allocated to Customer under this Agreement, and its Addenda.
- C. Customer shall not permit any alteration, modification, substitution, or supplementation of any SoundThinking Subscription Services or web portal, or the combining, connection, merging, bundling, or integration of the SoundThinking Subscription Services or web portal into or with any other system, equipment, hardware, software, technology, function, or capability, without SoundThinking's express prior written consent.

- D. Unless otherwise expressly agreed in advance in writing by SoundThinking, Customer shall not authorize or appoint any contractors, subcontractors, original equipment manufacturers, value added integrators, systems integrators, or other third parties to operate, or have access to any part of the Subscription Services or Software.
- E. In order to use the Subscription Services, Customer must have and maintain access to the World Wide Web to enable a secure https connection from the Customer's workstation(s) to SoundThinking'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. Should criminal background checks beyond SoundThinking's standard background check, or fingerprinting for SoundThinking employees performing any Services under this Agreement or an Addendum hereto be required by Customer, or Federal or State regulations, such additional background checks or fingerprinting will be conducted by Customer.
- G. Customer shall be responsible for the accuracy, quality, appropriateness, and legality of all Customer data, any other Customer business information used in any Subscription Services.
- H. SoundThinking will assist the Customer in initially setting up passwords and user names for Customer's employees, agents, or representatives to whom Customer designates access to the applicable Subscription Services ("Authorized Users"). Thereafter, Customer shall be responsible for assigning passwords and user names for each of its Authorized Users. Customer shall be responsible for maintaining the confidentiality and use of Customer's password and user names and shall not allow passwords and/or user names to be shared by Authorized Users; nor shall Customer permit any unauthorized users to access the Subscription Services. The maximum number of Authorized Users for the applicable Subscription Services is set forth in Exhibit A. Each Authorized User identification may only be used to access the applicable Subscription Services during one (1) concurrent login session.
- I. Customer shall comply with all applicable laws, rules and regulations relating to the goods and services provided hereunder.

9. INTELLECTUAL PROPERTY INFRINGEMENT

SoundThinking will, at its expense, defend and indemnify Customer 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 Customer by a third party unrelated to the Customer, in which such third party asserts a claim that the Subscription Services and/or Software to which SoundThinking owns the patent or copyright, when used in accordance with SoundThinking's user Documentation, 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 license the applicable SoundThinking Subscription Services and Software (collectively "Action"), provided that Customer provides SoundThinking with reasonably prompt notice of any such Action, or circumstances of which Customer becomes aware that could reasonably be expected to lead to such Action including but

not limited to any cease and desist demands or warnings, and further provided that Customer cooperates with SoundThinking and its defense counsel in the investigation and defense of such Action.

SoundThinking 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. Customer may participate in the defense of such action at its own expense.

This Section 9 shall not apply and SoundThinking shall have no obligation to defend and indemnify Customer in the event the Customer or a third party modifies, alters, substitutes, or supplements any of the Subscription Services, 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 SoundThinking as part of the Subscription Services, 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 Subscription Services or Software are used for or in connection with any purpose, application, or function other than in accordance with the SoundThinking Documentation accompanying the Subscription Services or Software.

If, in SoundThinking's opinion, any of the SoundThinking owned Subscription Services, or Software may, or are likely to become, the subject of such a suit or action, does become the subject of a claim asserted against Customer in a lawsuit which SoundThinking 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 SoundThinking's obligations under this section, then SoundThinking 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 Subscription Services or Software, (2) modify or replace such Subscription Services or Software to make it or them non-infringing, or (3) refund to Customer a pro-rata portion of the annual Subscription Services fees paid for the affected Subscription Services for the term in which the Agreement is terminated.

Defense and indemnification against third party claims of infringement for third party products to which SoundThinking does not own the copyright are the responsibility of the owner of the third-party products.

This Section 9 states the entire liability of SoundThinking and is Customer's 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 any SoundThinking owned and licensed Subscription Services, SoundThinking owned and licensed Software or any component thereof. This section is in lieu of and replaces any other expressed, implied, or statutory warranty against infringement of any and all intellectual property rights.

10. INDEMNIFICATION, LIMITATION OF LIABILITY, INSURANCE

SoundThinking shall, at its expense, indemnify, defend, save, and hold Customer harmless from any and all claims, lawsuits, or liability, including attorneys' fees and costs, arising out of, in connection with, any loss, damage, or injury to persons or property to the extent of the gross negligence, or wrongful act, error, or omission of SoundThinking, its employees, agents, or subcontractors as a result of SoundThinking's or any of its employees, agents, or subcontractor's performance pursuant to this Agreement. SoundThinking shall not be required to indemnify Customer for any claims or actions caused to the extent of the negligence

or wrongful act of Customer, its employees, agents, or contractors. Notwithstanding the foregoing, if a claim, lawsuit, or liability results from or is contributed to by the actions or omissions of Customer, or its employees, agents, or contractors, SoundThinking's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

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, indirect, incidental, 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.

Except for its Intellectual Property infringement indemnity obligations under Section 9 of this Agreement for SoundThinking owned Software and Subscription Services, SoundThinking's cumulative liability for all losses, claims, suits, controversies, breaches or damages for any cause whatsoever arising out of or related to this Agreement, whether in contract, tort, by way of indemnification or under statute, and regardless of the form of action or legal theory shall not exceed (i) two (2) times the amount of the annual subscription fee(s) for the twelve (12) month period in which the claim arises, or (ii) the amount of insurance maintained by SoundThinking 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.

Insurance Requirements. During the entire term of this Contract, Contractor shall maintain the insurance coverage described in the Insurance Terms below.

Full compensation for all premiums that Contractor is required to pay for the insurance coverage described herein shall be included in the compensation specified under this Contract. No additional compensation will be provided for Contractor's insurance premiums. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the City.

General Liability Minimum Scope and Limits of Insurance Coverage. Commercial General Liability Insurance is required providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of activities performed by or on behalf of the Contractor and subcontractors, products and completed operations of Contractor and subcontractors, and premises owned, leased, or used by Contractor and subcontractors, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy. If a general aggregate limit applies, either the general aggregate limit shall apply separately (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of: activities performed by or on behalf of Contractor and subcontractors; products and completed operations of Contractor and subcontractors; and premises owned, leased, or used by Contractor and subcontractors.

Cyber Insurance. Cyber Liability with limits of not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not be limited to, claims involving security

breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided for at least two (2) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of two (2) years after completion of contract work.

Verification of Coverage.

A. Contractor shall furnish City with certificates and required endorsements evidencing the insurance required. Certificates of insurance must be signed by an authorized representative of the insurance carrier. Copies of policies shall be delivered to the City Representative on demand.

B. Contractor shall send all insurance certificates and endorsements, including policy renewals, during the term of this Contract directly to:

City of Sacramento
c/o Exigis LLC
PO Box 947
Murrieta, CA 92564

C. Certificate Holder must be listed as:

City of Sacramento
c/o Exigis LLC
PO Box 947
Murrieta, CA 92564

11. DEFAULT AND TERMINATION; REMEDIES

A. Termination for Breach.

Either Party may terminate this Agreement in the event of a material breach of the terms and conditions of this Agreement upon thirty (30) days' prior written notice to the other Party; provided that the Party alleged to be in breach has not cured such breach within said thirty (30) day period.

In addition to the termination provisions in Section 5.C for failure to pay annual Subscription Services fees, upon the occurrence of a material breach of Customer's obligations under this Agreement not susceptible

to cure as provided in the preceding paragraph, SoundThinking may at its option, effective immediately upon written notice to Customer, either: (i) terminate SoundThinking's future obligations under this Agreement, terminate Customer's License to use the Subscription Services and Software, or (ii) accelerate and declare immediately due and payable all remaining charges for the remainder of the Agreement and proceed in any lawful manner to obtain satisfaction of the same.

B. Termination Without Cause and Pro-Rata Refunds

1. Termination Without Cause.

Either Party may terminate this Agreement without cause upon thirty (30) days' written notice to the other Party:

- without penalty, and
- upon such termination, Customer shall be entitled to a pro-rata refund of the prepaid Annual Subscription Fee.

2. Formula and Timing.

A refund under Section 1 shall be calculated as:

- Refund = Prepaid Fee x (Unused days/Total Days in Annual Term).

3. No Additional Liability.

Termination under Section 1 above shall not be deemed a breach, and the pro-rated refund shall constitute the Customer sole remedy.

12. TAXES

Unless otherwise included as a line item in Exhibit A, the fees due under this Agreement exclude any sales, use, value added or similar taxes that may be imposed in connection with this Agreement. Customer agrees that it shall be solely responsible for payment, or reimbursement to SoundThinking as applicable, of all sales, use, value-added or similar taxes imposed upon this Agreement by any level of government, whether due at the time of sale or asserted later as a result of audit of the financial records of either Customer or SoundThinking. If exempt from such taxes, Customer shall provide to SoundThinking written evidence of such exemption. Customer shall also pay any personal property taxes levied by government agencies based upon Customer's use or possession of the items acquired or licensed in this Agreement.

13. NOTICES

Any notice or other communication required or permitted to be given under this Agreement shall be in writing delivered to the address set forth in this Agreement by certified mail return receipt; overnight delivery services; delivered in person; or via email with read receipt. A Party's address may be changed by written notice to the other Party.

Notices to Customer:

AP Processing Center
915 I Street, 4th Floor
Sacramento, CA 95814

Notices to SoundThinking:

SoundThinking, Inc.
Attn: CFO
39300 Civic Center Dr., Ste. 300
Fremont, CA 94538
accounting@soundthinking.com

14. FORCE MAJEURE

In no event shall SoundThinking be liable for any delay or default in its performance of any obligation under this 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 SoundThinking's reasonable control. At SoundThinking's option and following notice to Customer, any of the foregoing causes shall be deemed to suspend such obligations of SoundThinking so long as any such cause shall prevent or delay performance, and SoundThinking agrees to make, and Customer agrees to accept performance of such obligations whenever such cause has been remedied.

15. ENTIRE AGREEMENT

This Agreement and its Exhibits and Addenda represent the entire agreement and understanding of the Parties and a final expression of their agreements with respect to the subject matter of this Agreement and supersedes all prior written or oral agreements, representations, understandings, or negotiations with respect to the matters covered by this Agreement.

16. GOVERNING LAW

The validity, performance, and construction of this Agreement shall be governed by the laws of the State of California, 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.

17. NO WAIVER

No term or provision of this Agreement shall be deemed waived, and no breach excused unless such waiver or consent is in writing and signed by both Parties. Any consent by either Party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of, or excuse for any other, different, prior, or subsequent breach.

The failure of either Party to enforce at any time any of the provisions of this Agreement shall not constitute a present or future waiver of any such provisions or the right of either Party to enforce each and every provision.

18. SEVERABILITY

If any term, clause, sentence, paragraph, article, subsection, section, provision, condition, or covenant of this Agreement is held to be invalid or unenforceable, for any reason, it shall not affect, impair, invalidate or nullify the remainder of this Agreement, but the effect thereof shall be confined to the term, clause, sentence, paragraph, article, subsection, section, provision, condition or covenant of this Agreement so adjudged to be invalid or unenforceable.

19. DISPUTE RESOLUTION

If the Parties disagree as to any matter arising under this Agreement or the relationship and dealings of the Parties hereto, then at the request of either Party, SoundThinking and Customer shall promptly consult with one another and make diligent, good faith efforts to resolve the disagreement by negotiation prior to either Party taking legal action. If such negotiations do not resolve the dispute within sixty (60) days of the initial request, either Party may take appropriate legal action.

20. ASSIGNMENT

This Agreement may not be assigned or transferred by either Party, nor any of the rights granted herein, in whole or in part, by operation of law or otherwise, without the other Party's express prior written consent, which shall not be unreasonably withheld. Provided, however, that SoundThinking may assign or transfer this Agreement and/or SoundThinking's rights and obligations hereunder, in whole or in part, in the event of a merger or acquisition of all or substantially all of SoundThinking's assets. 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 SoundThinking's express consent.

21. COMPLIANCE WITH LAWS

During the term of this Agreement SoundThinking will comply with all applicable local, state, and federal laws, statutes and regulations.

22. EQUAL EMPLOYMENT OPPORTUNITY

SoundThinking is committed to equal-employment principles, and 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. SoundThinking's decisions and criteria governing its hiring and employment practices are made in a non-discriminatory manner, without regard to age, race, color, national origin, citizenship status, gender (including pregnancy, childbirth or medical condition related to pregnancy or childbirth), gender identity or expression, sex, religion, creed, physical or mental disability, medical condition, legally protected genetic information, marital status, veteran status, military status, sexual orientation, or any other factor determined to be an unlawful basis for such decisions by federal, state, or local statutes.

23. GENERAL PROVISIONS

- A. This Agreement and its Addenda shall be binding on and inure to the benefit of the Parties and any permitted successors and assigns; however, nothing in this paragraph shall be construed as a consent to any assignment by either Party except as provided in Section 20 of this Agreement.
- B. This Agreement shall not become a binding contract until signed by an authorized representative of each Party, effective as of the date of signature.

- C. This Agreement and its Addenda may be executed in any number of identical counterparts, each of which shall be deemed a duplicate original.
- D. The provisions of this Agreement and Addenda shall not be construed in favor of or against either Party because that Party or its legal counsel drafted this Agreement, but shall be construed as if all Parties prepared this Agreement.
- E. An electronic signature copy of this Agreement and its Exhibits, Addenda, notices and documents prepared under this Agreement shall be considered an original. The Parties agree that any document in electronic format or any document reproduced from an electronic format shall not be denied legal effect, validity, or enforceability, and shall meet any requirement to provide an original or hard copy.
- F. This Agreement is made for the benefit of the Parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the Parties to terminate, rescind, or agree to any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party.

SIGNATURE PAGE FOLLOWS

EACH PARTY'S ACCEPTANCE HEREOF IS EXPRESSLY LIMITED TO THE TERMS OF THIS AGREEMENT, INCLUDING ITS EXHIBITS AND ADDENDA, AND NO DIFFERENT OR ADDITIONAL TERMS CONTAINED IN ANY CONFIRMATION, PURCHASE ORDER, AMENDMENT OR OTHER BUSINESS FORM, WRITING OR MATERIAL SHALL HAVE ANY FORCE OR EFFECT UNLESS EXPRESSLY AGREED TO IN WRITING BY THE PARTIES.

CITY OF SACRAMENTO

SOUNDTHINKING, INC.

Accepted By (Signature)

Roxanne Lerner

Accepted By (Signature)

Roxanne Lerner

Printed Name

Printed Name

Director of Contracts

Title

Title

08/11/2025

Date

Date

ATTEST:

City Clerk's Office

APPROVED AS TO FORM:


Emilio Camacho (Aug 11, 2025 13:29:29 PDT)

City Attorney's Office

ADDENDUM ONE - SHOTSPOTTER® SUPPLEMENTAL TERMS

This Addendum One (“Addendum One”) to the SoundThinking™, Inc. Master Services Agreement (the “Agreement”) by and between SoundThinking, Inc. (“SoundThinking”) and the City of Sacramento (“Customer”) is effective as of June 15, 2025.

The following provisions are expressly added to and made a part of the Agreement for the purposes of further defining the ShotSpotter® Subscription Services and terms of use. All terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between this Addendum One and the Agreement, this Addendum One shall control:

In consideration of the Parties’ mutual covenants and promises set forth in this Addendum One, the Parties Agree as follows:

Section numbers correspond to the section numbers in the Agreement.

Section 2 DEFINITIONS

ShotSpotter

Insight means the internet portal to which Customer will have access to Reviewed Alerts with respect to the ShotSpotter® Gunshot Detection, Location, and Forensics System.

Coverage Area means the area in square miles covered by the ShotSpotter Services as set forth in Exhibit A and increase to the Coverage Area as agreed to in writing between the Parties.

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

Section 3 SUBSCRIPTION SERVICES

ShotSpotter

- A. As an existing end user of the ShotSpotter Subscription Services, SoundThinking has previously installed the ShotSpotter System in the Coverage Area specified in Exhibit A attached to the Agreement, and will be responsible for installation in any expansion of the Coverage Area mutually agreed upon in writing by the Parties. SoundThinking will host the Subscription Services and may update the functionality and Software of the Subscription Services from time to time at its sole discretion and in accordance with the Agreement and this Addendum One.
- B. SoundThinking will be responsible for determining the location(s) for installation of acoustic sensor(s) (the “Sensors”) that detect gunshot-like sounds, and obtaining permission from the premises owner/property manager/lessee. SoundThinking owns, and is responsible for maintenance of the Sensors.

- C. The ShotSpotter System acoustic Sensor may use wired, wireless, or cellular wireless communications which necessitates the existence of a real-time data communications channel from each Sensor to the SoundThinking hosted servers via a commercial carrier. The unavailability or deterioration of the quality of such wired, wireless, or wireless cellular communications may impact the ability of SoundThinking to provide the Subscription Services. In such circumstances SoundThinking will use commercially reasonable efforts to obtain alternate wired or wireless cellular communications or adjust the Coverage Area as necessary. In the event SoundThinking is unable to do so, SoundThinking will terminate the ShotSpotter Subscription Services and refund a pro-rata portion of the annual Subscription Services fee to Customer.
- D. SoundThinking will provide Customer with user documentation, online help, written or recorded video training material, and other applicable documentation (as available).
- E. SoundThinking will provide reasonable efforts to respond via email to requests for support relating to incident classification as defined in the Support Level Matrix provided at Attachment A.
- F. During the term of the Agreement, SoundThinking will provide real-time gunfire analysis and alert services. After an explosive (or impulsive) sound triggers enough Sensors that an incident is detected and located, audio from the incident is sent to SoundThinking's Incident Review Center (IRC) via secure, high-speed network connections for real-time qualification. Within seconds, a SoundThinking professional reviewer analyzes audio data and recordings to confirm gunfire or explosions. The qualified alert is then sent directly to the Customer's dispatch center, PSAP, mobile/patrol officers, and any other relevant safety or security personnel, as determined by the Customer. The SoundThinking IRC will review gunfire incidents as further defined in Attachment A to this Addendum One.
- G. The ShotSpotter Subscription Services shall consist of (i) providing access to the Customer of Reviewed Alerts delivered via the Insight password-protected internet portal and user interface supplied by SoundThinking; (ii) providing Customer access to historical Reviewed Alerts and incident information via the ShotSpotter Software; and (iii) other services as specified in the Agreement and its Exhibits or this Addendum One.
- H. SoundThinking will use commercially reasonable efforts to respond to support requests as set forth in the Support Level Matrix provided at Attachment A to this Addendum One. These requests may be made to SoundThinking through one of the following methods: 1) email to support@soundthinking.com; 2) Live Chat through the ShotSpotter Subscription Services applications; 3) A phone call to SoundThinking's Customer Support organization at 888.274.6877, option 4. These are the only methods SoundThinking will receive and respond to support requests.

Tier 1 (as defined in the Support Matrix included at Attachment A). A SoundThinking 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, SoundThinking 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 Subscription Service is fully nonfunctional, and it is not due to power outage or other reasons that are outside of SoundThinking's control, SoundThinking 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"). SoundThinking provides an on-demand report available through the ShotSpotter 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, and may help law enforcement find shell casings, confirm witness accounts, and streamline investigations. ILS reports are available immediately after an incident occurs via the mobile, web, or desktop ShotSpotter application. The machine-generated ILS is primarily intended as an investigative aid rather than courtroom evidence. However, SoundThinking does offer Certified Business Records of ILS reports, which may be useful in court for limited purposes, without the need to call a witness.
- ii. Detailed Forensic Report ("DFR"). If requested by Customer, SoundThinking 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. Secondly, 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 SoundThinking Customer Support Department. Requests may be submitted via the Forensics Services page under the Law Enforcement tab on SoundThinking's website (www.soundthinking.com). SoundThinking will use commercially reasonable efforts to provide a DFR within ten (10) business days of receipt of the request.

J. EXPERT WITNESS SERVICES.

SoundThinking offers reasonable expert witness services, including Reviewed Alerts, for an hourly fee of Three Hundred Fifty and 00/100 Dollars (\$350.00) per hour, as well as reimbursement of all travel and per diem costs. If requested to provide such services, SoundThinking will invoice the Customer for the number of hours expended to prepare for and provide expert witness testimony, and actual travel expenses, upon completion of the services. Customer understands that SoundThinking undertakes to provide individuals whose qualifications are sufficient for such services, but does not warrant that any person or his or her opinion will be accepted by every court. SoundThinking requires at least fourteen (14) days prior notice of such a requirement in writing from the Customer. Customer must include dates, times, specific locations, and a point of contact for SoundThinking personnel. Due to the nature

of legal proceedings, SoundThinking cannot guarantee that its services described in this section shall produce the outcome, legal or otherwise, which Customer desires. Payment for expert witness services described shall be due and payable when services are rendered regardless of the outcome of the proceedings.

Section 4 INITIAL TERM AND RENEWAL

ShotSpotter

- A. Commencement of ShotSpotter Subscription Services. As an existing end user Customer, the ShotSpotter Subscription Services under this Agreement shall commence on June 15, 2025, and end on June 14, 2030.
- B. Failure to renew ShotSpotter Subscription Services. If Customer fails to renew prior to the expiration of the then current subscription term, the Subscription Services will terminate and the Customer's access to the Subscription Services will be disabled. At its discretion, SoundThinking may remove the ShotSpotter System and any components from the Coverage Area at that time. If SoundThinking does not remove the ShotSpotter System from the Coverage Area, Customer may reinstate the ShotSpotter Subscription Services at a later date by renewing this Agreement and payment of the applicable reactivation and ShotSpotter Subscription Services renewal fees; however, Customer will not have access to any Reviewed Alerts that they would have had access to during the lapsed period.

Section 5 LICENSE AND OWNERSHIP

ShotSpotter Data

- A. Rights in Data.

SoundThinking shall own and have the unrestricted right to use the ShotSpotter Data, as that term is defined in the Agreement, for internal purposes such as research or product development. SoundThinking may provide, license, or sell the ShotSpotter 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.

SoundThinking will not release or disseminate to any person or entity ShotSpotter 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. SoundThinking will not release, sell, license, or otherwise distribute the gunfire alert ShotSpotter 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 ShotSpotter 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, and for community engagement and community services initiatives. Customer shall not provide to, license the use of, or sell the ShotSpotter Data to any third parties, which restriction will not pertain to (i) the collaboration with other law enforcement agencies for the purposes of investigating and prosecuting crimes detected by the ShotSpotter Subscription Service; or (ii) government or non-governmental entities focused on the support of victims of gun crime in the local community; or (iii) entities focused on local community outreach and/or violence intervention.

Section 6 CONFIDENTIALITY AND PROPRIETARY RIGHTS

SoundThinking Privacy Policy

A. SoundThinking Privacy Policy.

With respect to the ShotSpotter Subscription Services, SoundThinking has structured its technology, processes and policies in such a way as to minimize the risk of privacy infringements from audio surveillance while still delivering important public safety benefits to its customers. These efforts to maintain privacy include the following:

- 1) SoundThinking will not provide extended audio to customers beyond the audio snippet (1 second of ambient noise prior to a gunshot, the gunshot audio itself, and 1 second after the incident). SoundThinking will vigorously resist any subpoena or court order for extended audio that goes beyond an audio snippet.
- 2) SoundThinking will not provide a list or database of the precise location of Sensors to police or the public if requested and will challenge any subpoenas for this location data.

Section 7 LIMITED WARRANTIES

ShotSpotter Subscription Services and Software Additional Limited Warranties and Disclaimers

- A. The ShotSpotter Subscription Services are not designed, sold, or intended to be used to detect, intercept, transmit, or record oral or other communications of any kind. SoundThinking cannot control how the ShotSpotter Subscription Services are used, and, accordingly, SoundThinking does not warrant or represent, expressly or implicitly, that use of the ShotSpotter Subscription Services will comply or conform to the requirements of federal, state, or local statutes, ordinances, and laws, or that use of the ShotSpotter Subscription Services will not violate the privacy rights of third parties. Customer shall be solely responsible for using the ShotSpotter Subscription Services in full compliance with applicable law and the rights of third persons.

- B. SoundThinking does not warrant or represent, expressly or implicitly, that the ShotSpotter System or its use will: result in the prediction or prevention of crime, apprehension or conviction of any perpetrator of any crime, or detection of any criminal; prevent any loss, death, injury, or damage to property due to any reason including the discharge of a firearm or other weapon; or in all cases result in a Reviewed Alert for all firearm discharges within the designated coverage area; or that the ShotSpotter-supplied network will remain in operation at all times or under all conditions.
- C. SoundThinking 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, the ShotSpotter Subscription Services, or Reviewed Alerts provided by SoundThinking, 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 the ShotSpotter Subscription Services provided by SoundThinking, including any death, injury, or loss or damage to any property.

EXCEPT AS EXPRESSLY SET FORTH IN SECTION 7 OF THE AGREEMENT AND THIS ADDENDUM ONE, SOUNDTHINKING MAKES AND CUSTOMER RECEIVES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF NON-INFRINGEMENT, QUALITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Section 11 DEFAULT AND TERMINATION; REMEDIES

Termination of Access to ShotSpotter Data

In addition to the termination provisions in Section 5. C of the Agreement, upon termination of the Agreement, Customer's access to ShotSpotter Data will terminate, and SoundThinking will cease delivering Reviewed Alerts for ShotSpotter.

SIGNATURE PAGE FOLLOWS

THE PARTIES HERETO HAVE EXECUTED THIS ADDENDUM ONE CONTEMPORANEOUSLY WITH THE AGREEMENT.

THE CITY OF SACRAMENTO

SOUNDTHINKING, INC.

Accepted By (Signature)

Accepted By (Signature)

Printed Name

Printed Name

Title

Title

Date

Date

Roxanne Lerner

Roxanne Lerner

Director of Contracts

08/11/2025

ATTEST:

City Clerk's Office

APPROVED AS TO FORM:


Emilio Camacho (Aug 11, 2025 13:29:29 PDT)

City Attorney's Office

ATTACHMENT A – SERVICE LEVEL AGREEMENT

ShotSpotter® Gunshot Detection, Location System**Reviewed Alert Service Levels****Summary**

Under the terms and conditions of the SoundThinking Master Services Agreement and this Addendum One between SoundThinking, Inc. (“SoundThinking”) and Customer, SoundThinking commits to meet or exceed the following Service Level Agreement (SLA) standards as it provides its ShotSpotter Gunshot Location Services¹:

Service	SLA and Measurement
Gunshot Detection & Location	90% of unsuppressed, outdoor gunfire incidents, using standard, commercially available rounds greater than .25 caliber, inside the Coverage Area will be detected and located within 25 meters of the actual gunshot location.
Reviewed Alerts	90% of gunshot incidents will be reviewed and published in less than 60 seconds.
Service Availability	The ShotSpotter Gunshot Location System service will be available to the Customer 99.9% of the time with online access to ShotSpotter data, excluding scheduled maintenance windows.

Gunshot Detection & Location Performance

The ShotSpotter System will detect and accurately locate to within 25 meters of the actual gunshot location 90% of unsuppressed, outdoor gunshots fired inside the contracted coverage area using standard, commercially available rounds greater than .25 caliber.

Reviewed Alerts Service

SoundThinking’s real-time Incident Review Center (IRC) will review at least 90% of all gunfire incidents within 60 seconds. This human review is intended to confirm or change the machine classification of the incident type, and, depending on the reviewer’s confidence level that the incident is or may be gunfire, will result in an alert (“Reviewed Alert”) sent to the Customer’s dispatch center, patrol car mobile data terminals (MDT), and officer smartphones (via the ShotSpotter App), based on the following criteria:

Incident Type	Action
High confidence incident is gunfire	Reviewed Gunfire Alert, (Single Gunshot “SG” or Multiple Gunshots “MG”) sent to Customer’s dispatch center, patrol car mobile data terminals (MDT), and officer smartphones (via the ShotSpotter App)
Uncertain if incident is gunfire or not	Reviewed Probable Gunfire (“PG”) Alert sent to Customer’s dispatch center, patrol car MDTs, and officer smartphones
Low confidence incident is gunfire	No alert will be sent; incident available for Customer review in the incident history available through Insight

¹ See attached “ShotSpotter – Definition of Key Terms” for a complete definition of terms associated with this SLA and further details in the expanded definitions listed below the Summary. The basis for this SLA and performance measurement will be total gunshot incidents as defined by the Definition of Key Terms.

Reviewed Alerts are sent to the Customer's dispatch center, patrol car MDTs, and officer smartphones. Information in a Reviewed Alert will include the following:

- "Dot on the map" with latitude and longitude indicating the location of the incident.
- Parcel address closest to location of the incident.
- When available, additional situational awareness data points may be included, such as:
 - Qualitative data on the type/severity of incident: Fully automatic, High Capacity
 - Other comments (if any)

The ShotSpotter App, and Insight provide the Customer with full and immediate access to incident history including information SoundThinking uses in its internal review process. This information includes, among other things, the initial incident classification and any reclassifications of an incident, incident audio wave forms, and incident audio files. This data access is available as long as the Customer is under active subscription.

Service Availability

The ShotSpotter System² will be able to detect gunfire and available to users with online access to ShotSpotter data 99.9% of the time, on a 24x7 by 365 day per year basis, excluding: a) scheduled maintenance periods which will be announced to Customer in advance; b) select holidays; and c) third party network outages beyond SoundThinking's control.

Customer SLA Credits

Each Service Level measurement shall be determined quarterly, the results of which will be reviewed during the periodic account review meetings with Customer. For each calendar quarter that SoundThinking does not meet at least two of the three above standards, a fee reduction representing one free week of service (for the affected Coverage Area) for each missed quarter shall be included during a future Customer renewal.

Service Level Exclusions and Modifications

SoundThinking takes commercially reasonable efforts to maintain Service Levels at all times. However, Service Level performance during New Year's Eve and Independence Day and the 48-hour periods before and after these holidays, are specifically excluded from Service Level standards. During these excluded periods, because of the large amount of fireworks activity, SoundThinking uses fireworks suppression techniques³.

The SoundThinking sensors send incident information to the SoundThinking cloud via third party cellular, wireless or wired networks. SoundThinking is not responsible for outages on the third-party networks.

² ShotSpotter Subscription Service includes all database, applications, and communications services hosted by SoundThinking, Inc. at our data center and specifically exclude Customer's internal network or systems or 3rd party communications networks, e.g. Verizon, AT&T, Sprint/T-Mobile, or Customer's Internet Service Provider.

³ SoundThinking will put the ShotSpotter System into "fireworks suppression mode" during this period in order to reduce the non-gunfire incidents required for human classification. SoundThinking will formally inform the Customer prior to the System being placed in fireworks suppression mode and when the mode is disabled. While in fireworks suppression mode, the incident alerts determined to be fireworks are not sent to the reviewer nor the Customer dispatch center, patrol car MDTs, and officer smartphones; however, these non-gunfire incidents will continue to be stored in the database for use if required at a later time.

Service Failure Notification

Should SoundThinking identify any condition (disruption, degradation or failure of network, cloud, servers, sensors etc.) that impacts SoundThinking's ability to meet the Gunshot Detection & Location standard (above), SoundThinking will proactively notify the Customer with: a) a brief explanation of the condition; b) how the Customer's service is affected; and c) the approximate timeframe for resolution. SoundThinking will also notify the Customer once any such condition is resolved.

Customer Responsibilities

The purpose of the Reviewed Alert service is to provide incident data to the Customer, reviewed, analyzed and classified in the manner described above. However, it is the sole responsibility of the Customer to interpret the data provided, and to determine any appropriate follow-up reaction or response, including whether or not to dispatch emergency responder resources based on a Reviewed Alert. SoundThinking does not assume any obligation, duty or responsibility for reaction, response, or dispatch decisions, which are solely and exclusively the responsibility of Customer, or for the consequences or outcomes of any decisions made or not made by the Customer in reliance, in whole or in part, on any services provided by SoundThinking.

Customer must inform SoundThinking when Verified Incidents of gunfire are missed by the ShotSpotter System in order to properly calculate Performance Rate, as defined below.

Customer is responsible for providing any required workstations, mobile devices and internet access for the Customer's dispatch center, patrol car MDTs, and officer smartphones, or Insight.

Support Level Matrix

Support Level	Tier 1 Support (IRC)	Tier 2 Support (Customer Support)
Features	• Login support • Report a misclassification • Report a missed incident • Report a mislocated incident • Basic audio request • General/application questions • Request for ILS	Normal Support: • Analysis of missed gunshots • Detailed audio search • Performance analysis • Integration issues Critical Support: • System outage
Hours of Operation	24x7x365	Normal Support: 5 am – 11 pm Pacific Time Zone Escalation: 24x7x365

ShotSpotter – Definition of Key Terms

The ShotSpotter System will provide data for correct detection and accurate location for ninety percent (90%) of detectable (outdoor, unsuppressed) community gunfire which occurs within a coverage area, the “Coverage Area”, provided the measurement is Statistically Significant, as defined below. This performance rate shall be calculated as a percentage as follows:

$$\text{Performance Rate} = \frac{\text{NumberAccuratelyLocated}}{(\text{NumberAccuratelyLocated} + \text{NumberNotDetected} + \text{NumberMislocated})}$$

where the “*Performance Rate*” is a number expressed as a percentage, “*NumberAccuratelyLocated*” is the number of “Gunfire Incidents” occurring within the Coverage Area during the specified period for which the ShotSpotter System produced an Accurate Location, *NumberMislocated* is the number of Verified Incidents (a “Verified Incident” is an incident where Customer has physical or other credible evidence that gunfire took place) for which the ShotSpotter System produced an inaccurate location (i.e., a Mislocated Incident), and *NumberNotDetected* is the number of Verified Incidents for which the ShotSpotter System failed to report a location at all (i.e., Missed Incidents).

An “Accurate Location” shall mean an incident located by the ShotSpotter System to a latitude/longitude coordinate that lies within a 25-meter radius of the confirmed shooter’s location (25 meters = approximately 82 feet). “Detectable Gunfire” incidents are unsuppressed discharges of ballistic firearms which occur fully outdoors in free space (i.e. not in doorways, vestibules, windows, vehicles, etc.) using standard commercially available rounds of caliber greater than .25.

ShotSpotter Review Period is measured as the period commencing when the Incident Review Center (IRC) receives the alert and the first audio download to the time it is published to the customer.

ShotSpotter System performance is guaranteed after a “Statistically Significant” set of incidents has been detected in accordance with timeframes set forth herein, and commercial system acceptance, if applicable. The ShotSpotter System is designed to detect gunfire which is typically well distributed throughout the Coverage Area; however, performance should not be construed to mean that 90% of gunfire fired at any given location within the Coverage Area will be detected and located within the guaranteed accuracy.

The ShotSpotter System is not a “point protection” system and is therefore not designed to consistently detect gunfire at every single location within the Coverage Area, but rather to Accurately Locate 90% of the Detectable Incidents in aggregate throughout the entire Coverage Area. There may be certain locations within the Coverage Area where obstacles and ambient noise impede and/or overshadow the propagation of acoustic energy such that locating the origin at those positions is inconsistent or impossible. The Performance Rate calculation is thus specifically tied to the Community Gunfire across the entire Coverage Area.

Statistically Significant shall be defined as measurements and calculations which shall be performed as follows: (a) Across an entire Coverage Area; (b) Aggregating over a period of at least 30 days under weather conditions seasonally normal for the area; and (c) Provided that the total number of gunfire incidents being counted is equal to or greater than: (i) thirty (30) incidents for systems of up to three (3) square miles of Coverage Area, or (ii) ten (10) incidents multiplied by the number of square miles of Coverage Area for systems where one or more Coverage Areas are three (3) square miles or larger.

EXHIBIT A – SOUNDTHINKING QUOTATION

		Quote		
SoundThinking, Inc. 39300 Civic Center Dr., Suite 300 Fremont, CA 94538-2337 Phone: 888.274.6877 Fax: 650.887.2106		DATE 2/19/2025 Quote # SACPD021925B Customer ID Sacramento PD		
Quote For: Captain Ethan Hanson Sacramento Police Department 5770 Freeport Blvd., Suite 100 Sacramento, CA 95822		Quote valid until: 6/14/2025 Prepared by: K Isotalo		
Comments or Special Instructions: Renewal of Annual ShotSpotter (formerly Respond) Subscription Services for an additional five-year term (June 15, 2025 through June 14, 2030) for the Phase I 3.0 mi ² coverage area, the Phase II 3.0 mi ² coverage area, and the Phase III 1.84 mi ² coverage area. Upon acceptance of this quote, SoundThinking will provide an Amendment to extend the Gunshot Location Service Agreement dated February 28, 2015, or a new Master Services Agreement.				
SALES DIRECTOR:		Terri Greene		
		TERMS:		
		Net 30		
QUANTITY (mi ²)	DESCRIPTION	UNIT PRICE (per mi ²)	TAXABLE?	AMOUNT
3.0	Year One: ShotSpotter Annual Subscription Services for Phase I for 6/15/25 through 6/14/26.	\$66,853		\$200,559
3.0	Year One: ShotSpotter Annual Subscription Services for Phase II for 6/15/25 through 6/14/26.	\$68,250		\$204,750
1.84	Year One: ShotSpotter Annual Subscription Services for Phase III for 6/15/25 through 6/14/26.	\$68,250		\$125,580
YEAR ONE SUBTOTAL:				\$530,889
3.0	Year Two: ShotSpotter Annual Subscription Services for Phase I for 6/15/26 through 6/14/27.	\$66,853		\$200,559
3.0	Year Two: ShotSpotter Annual Subscription Services for Phase II for 6/15/26 through 6/14/27.	\$68,250		\$204,750
1.84	Year Two: ShotSpotter Annual Subscription Services for Phase III for 6/15/26 through 6/14/27.	\$68,250		\$125,580
YEAR TWO SUBTOTAL:				\$530,889
 				

		Quote		
SALES DIRECTOR:		Terri Greene	TERMS:	Net 30
QUANTITY (mi²)	DESCRIPTION	UNIT PRICE (per mi²)	TAXABLE?	AMOUNT
3.0	Year Three: ShotSpotter Annual Subscription Services for Phase I for 6/15/27 through 6/14/28.	\$66,853		\$200,559
3.0	Year Three: ShotSpotter Annual Subscription Services for Phase II for 6/15/27 through 6/14/28.	\$68,250		\$204,750
1.84	Year Three: ShotSpotter Annual Subscription Services for Phase III for 6/15/27 through 6/14/28.	\$68,250		\$125,580
YEAR THREE SUBTOTAL:				\$530,889
3.0	Year Four: ShotSpotter Annual Subscription Services for Phase I for 6/15/28 through 6/14/29.	\$66,853		\$200,559
3.0	Year Four: ShotSpotter Annual Subscription Services for Phase II for 6/15/28 through 6/14/29.	\$68,250		\$204,750
1.84	Year Four: ShotSpotter Annual Subscription Services for Phase III for 6/15/28 through 6/14/29.	\$68,250		\$125,580
YEAR FOUR SUBTOTAL:				\$530,889
3.0	Year Five: ShotSpotter Annual Subscription Services for Phase I for 6/15/29 through 6/14/30.	\$66,853		\$200,559
3.0	Year Five: ShotSpotter Annual Subscription Services for Phase II for 6/15/29 through 6/14/30.	\$68,250		\$204,750
1.84	Year Five: ShotSpotter Annual Subscription Services for Phase III for 6/15/29 through 6/14/30.	\$68,250		\$125,580
YEAR FIVE SUBTOTAL:				\$530,889
SUBTOTAL				\$2,654,445
TAX RATE				
SALES TAX				-
OTHER				
TOTAL				\$2,654,445
If you have any questions concerning this Quote, please contact Karen Isotalo - Vice President, Sales Operations at 510.298.8668 or kisotalo@soundthinking.com				
				