

Amendment to ShotSpotter Services Agreement

This First Amendment is made as of May ____, 2020 to the ShotSpotter Services Agreement (referenced as City of Toledo Contract No. 46-4505) between the City of Toledo, an Ohio municipal corporation, (“Customer”, “You” or “Your”) and ShotSpotter Inc., a Delaware Corporation, (“ShotSpotter”, “We”, “Us”, or “Our”) dated April 25, 2019.

Section 2. License. The last sentence of Section 2.C. (Termination) which reads, “Moreover, either party shall have the unilateral right to terminate Agreement for convenience at any time thirty (30) days after written notice to the other party”, is deleted.

Section 5. Term, Renewal, Subsection A. Subsection A of Section 5 of the Agreements is amended to read to as follows: “The Initial Service term shall be for a period of six (6) years, subject to annual appropriations by Toledo City Council, and will commence on the date that the Service is available to the Customer via the Alert Console. The table below provides the implementation and subscription fees for year 1, and estimated subscription fees for years 2, 3, 4, 5, and 6, based on Customer’s Coverage Area of 4 square miles:

Year 1	\$ 310,000.00
Year 2	\$273,000.00
Year 3	\$280,000.00
Year 4	\$280,000.00
Year 5	\$280,000.00
Year 6	\$280,000.00

Section 5. Term, Renewal, Subsection B. The first sentence of Subsection B of Section 5 of the Agreement is amended to read as follows: “After the initial term, Service maybe renewed for successive period of one year each, in accordance with the following procedure.”

The First Amendment amends and modifies the term of the Agreement only to the extent expressly provided herein. All other terms and provisions of the Agreement are affirmed and ratified.

SHOTSPOTTER INC.

CITY OF TOLEDO

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to Form:

Approved as to Content:

City of Toledo Law Department

Toledo Police Department