

SOUNDTHINKING™ MASTER SERVICES AGREEMENT



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Contents

1.	EXHIBITS	1
2.	DEFINITIONS	1
3.	SUBSCRIPTION SERVICES	2
4.	INITIAL TERM AND RENEWAL	4
5.	LICENSE AND OWNERSHIP	5
6.	CONFIDENTIALITY AND PROPRIETARY RIGHTS.....	8
7.	LIMITED WARRANTIES	10
8.	CUSTOMER OBLIGATIONS.....	11
9.	INTELLECTUAL PROPERTY INFRINGEMENT	12
10.	INDEMNIFICATION AND LIMITATION OF LIABILITY; INSURANCE	13
11.	DEFAULT AND TERMINATION; REMEDIES	14
12.	TAXES	14
13.	NOTICES.....	15
14.	FORCE MAJEURE.....	15
15.	ENTIRE AGREEMENT	15
16.	GOVERNING LAW	15
17.	NO WAIVER	16
18.	SEVERABILITY	16
19.	DISPUTE RESOLUTION	16
20.	ASSIGNMENT.....	16
21.	COMPLIANCE WITH LAWS	16
22.	EQUAL EMPLOYMENT OPPORTUNITY	16
23.	PUBLIC RECORDS.....	17
24.	GENERAL PROVISIONS	18
	EXHIBIT A – SERVICE LEVEL AGREEMENT	21
	EXHIBIT B – SOUNDTHINKING QUOTATION.....	25
	EXHIBIT C – SOUNDTHINKING CERTIFICATES OF INSURANCE	26

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 Pompano Beach (hereinafter referred to as “Customer”), with offices located at 100 West Atlantic Blvd., Pompano Beach, FL 33060, effective as of the last date of signature herein. 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 Quotation attached hereto as Exhibit B.

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

1. EXHIBITS

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

- A. Exhibit A - ShotSpotter Service Level Agreement
- B. Exhibit B - SoundThinking Quotation #PMPNO020824r4
- C. Exhibit C - Certificate of Insurance

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. Confidential Information means that information designated by either Party as confidential or proprietary as further defined in Section 6 of this Agreement.
- C. Coverage Area means the area in square miles covered by the ShotSpotter® Subscription Services as set forth in Exhibit B and any increase to the Coverage Area as agreed to in writing between the Parties.
- D. Documentation means the standard SoundThinking user documentation (user guides or manuals, training information, product specifications) provided with the applicable Subscription Service.
- E. ShotSpotter®, ShotSpotter® System, ShotSpotter® Software, or ShotSpotter® Subscription Services means the ShotSpotter® Gunshot Detection, Location, and Forensic Analysis Service.
- F. 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.

- G. Software or SoundThinking Software means collectively the SoundThinking applications identified in Exhibit BA and Exhibit B 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.
- H. 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.
- I. System means collectively the Software and Subscription Services provided under this Agreement.

3. SUBSCRIPTION SERVICES

- A. As an existing ShotSpotter end user Customer, SoundThinking has installed the ShotSpotter System in the Coverage Area specified in Exhibit B attached to the Agreement. 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 this Agreement.
- B. For any expansion of the existing Coverage Area, 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, or Broward County Sheriff's Office (the City's Law Enforcement Agency, "BSO") 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 Exhibit A to this Agreement.

- 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.
- H. SoundThinking will use commercially reasonable efforts to respond to support requests as set forth in the Support Level Matrix provided at Exhibit A to this Agreement. 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 Respond Application. The Investigative Lead Summary (ILS) provides useful details about the approximate location, timing, and sequence of each shot fired during an incident. The ILS is very valuable on scene, helping law enforcement find shell casings, confirm witness accounts, and identify suspects. ILS reports are available immediately after an incident occurs via the mobile, web, or desktop ShotSpotter Respond application (machine-generated). The ILS is not a court-admissible document.
- ii. Detailed Forensic Report ("DFR"). If requested by Customer, 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 \$350.00, 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.

4. INITIAL TERM AND RENEWAL

The initial term of the Subscription Services shall commence on March 17, 2024 and end on March 16, 2029.

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 are subject to increase at a rate of 5% for Customers whose annual subscription fee is less than the current SoundThinking list price.

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.

5. LICENSE AND OWNERSHIP

In consideration for and subject to the payment of the annual Subscription Services fees as set forth in Exhibit B, Customer is granted a non-transferrable, non-exclusive and terminable license (“License”) to use the ShotSpotter 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. Please read the terms and conditions of this Agreement carefully. By using any SoundThinking Subscription Services, you agree to be bound by the terms and conditions of this Agreement. If you do not agree to these terms, you 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 52.227-14, as applicable.

B. 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) police services provided to Customer by BSO; (ii) the collaboration with other law enforcement agencies for the purposes of investigating and prosecuting crimes detected by the ShotSpotter Subscription Service; or (iii) 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.

C. 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 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.

D. Termination.

Customer agrees that its right to use any SoundThinking 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 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 ShotSpotter Subscription Services and Software will terminate and be disabled, and SoundThinking will cease delivery Reviewed Alerts for ShotSpotter. 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.

E. Modification to, or Discontinuation of the Subscription Services.

Upon reasonable notice to Customer, SoundThinking reserves the right at its discretion to modify, temporarily or permanently, the Subscription Services (or any part thereof). In the event that SoundThinking modifies the Subscription Services in a manner which removes or disables a feature or functionality on which Customer materially relies, 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.

F. 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.

G. 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.

6. CONFIDENTIALITY AND PROPRIETARY RIGHTS

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.

B. 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, 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.

C. 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.

D. 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 to the extent permitted by Chapter 119, Florida's Public Record Laws.

7. LIMITED WARRANTIES

- A. SoundThinking warrants that the Software will function in substantial conformity with the SoundThinking Documentation accompanying the Software and Subscription Services.
- 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. 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.
- E. 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.
- F. 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.
- G. Any and all warranties, express or implied, of fitness for high-risk purposes requiring fail-safe performance are hereby expressly disclaimed.
- H. 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.

EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 7, 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 B.
 - Customer's address for invoicing:
 - City of Pompano Beach
 - Attn: City Manager
 - 100 West Atlantic Blvd. – 4th Floor
 - Pompano Beach, FL-330600
 - Email: greg.harrison@copbfl.com
- B. Customer agrees to use reasonable efforts to timely perform and comply with all of Customer's obligations allocated to Customer under this Agreement.
- 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 or fingerprinting for SoundThinking employees performing any Services under this Agreement be required by Customer, or Federal or State regulations, such 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 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, if applicable, is set forth in Exhibit B. Each Authorized User identification may only be used to access the 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, its officials, employees and agents, 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, 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 SoundThinking's 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, et al. 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 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.

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 Subscription Services, SoundThinking 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 AND LIMITATION OF LIABILITY; INSURANCE

SoundThinking shall, at its expense, indemnify, defend, save, and hold Customer, its officials, employees, and agents 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, 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. During the term of this Agreement SoundThinking, at its expense, shall maintain insurance coverage in the following limits. SoundThinking shall provide certificates of insurance to Customer

evidencing such insurance and shall name Customer as an additional insured to SoundThinking's commercial general liability policy. A copy of the Certificate of Insurance is attached hereto as "Exhibit C."

Commercial General Liability	\$1,000,000 ea. occurrence/\$2,000,000 general aggregate
Auto Liability	\$1,000,000 combined single limit
Umbrella	\$5,000,000 ea. occurrence/\$5,000,000 aggregate
Tech, E&O/Cyber Liability	\$3,000,000 ea. claim/aggregate
Excess E&O/Cyber Liability	\$2M XS \$3M ea. claim/aggregate
Worker's Compensation	Statutory
Employer's Liability	\$2,000,000 ea. accident \$2,000,000 disease ea. employee \$2,000,000 disease policy limit

11. DEFAULT AND TERMINATION; REMEDIES

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.

Termination for Convenience. Either Party may terminate this Agreement for convenience upon sixty (60) days written notice to the other. Customer shall be responsible for payment of all sums due to SoundThinking for services provided up to the date of such termination. SoundThinking shall not be obligated to refund a pro-rated amount of pre-paid fees for the annual subscription period in which the Agreement is terminated for convenience.

12. TAXES

Unless otherwise included as a line item in Exhibit B, 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:

City of Pompano Beach
Attn: CITY MANAGER- Greg Harrison
100 West Atlantic Blvd., 4th Floor
Pompano Beach, FL 33060
Email: greg.harrison@copbfl.com

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 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 Florida, 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. The Parties agree that the sole venue for any litigation that commences between the Parties pursuant to this Agreement shall be in the 17th Judicial Circuit in Broward County, Florida, or in the Federal courts with jurisdiction in the Southern District of Florida.

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. Both Parties agree to a waiver of trial by jury for any litigation that commences between the Parties based upon this Agreement.

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. PUBLIC RECORDS

A. The City of Pompano Beach (referred to in this section as "City") is a public agency subject to Chapter 119, Florida Statutes. SoundThinking, (referred to in this section as "Contractor") shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
4. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

B. Failure of the Contractor to provide the above-described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com

24. GENERAL PROVISIONS

- A. This Agreement 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 may be executed in any number of identical counterparts, each of which shall be deemed a duplicate original.
- D. The provisions of this Agreement 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, 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 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 POMPANO BEACH

SOUNDTHINKING, INC.

Accepted By (Signature)

SEE ATTACHED SIGNATURE PAGE

Accepted By (Signature)

Printed Name

Printed Name

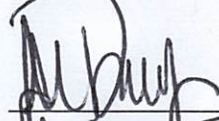
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Title

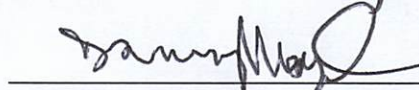
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Date

Witnesses:

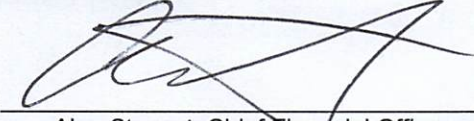


Laura Trenky
Print Name



Danny Maynard
Print Name

SOUNDTHINKING, INC.

By: 

Alan Stewart, Chief Financial Officer

(SEAL)

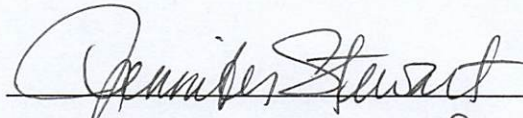


STATE OF CALIFORNIA

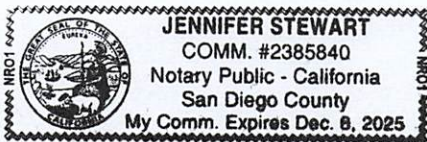
COUNTY OF SAN DIEGO

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 2ND day of JULY, 2024, by ALAN STEWART as CEO AND SECRETARY of SoundThinking, a foreign corporation, authorized to do business in Florida, on behalf of the corporation. He is personally known to me or who has produced A WASHINGTON STATE DRIVER LICENSE (type of identification) as identification.

NOTARY'S SEAL:



NOTARY PUBLIC, STATE OF CALIFORNIA



JENNIFER STEWART

(Name of Acknowledger Typed, Printed or Stamped)

2385840

Commission Number

EXHIBIT 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 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 Respond 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 Respond 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	<ul style="list-style-type: none"> • Login support • Report a misclassification • Report a missed incident • Report a mislocated incident • Basic audio request • General/application questions • Request for ILS 	Normal Support: <ul style="list-style-type: none"> • Analysis of missed gunshots • Detailed audio search • Performance analysis • Integration issues Critical Support: <ul style="list-style-type: none"> • 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 following DQV and commercial system acceptance. 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 B – SOUNDTHINKING QUOTATION




		<h1 style="margin: 0;">Quote</h1>		
SoundThinking, Inc. 39300 Civic Center Dr., Suite 300 Fremont, CA 94538-2337 Phone: 888.274.6877 Fax: 650.887.2106		DATE 6/28/2024 Quote # PMPNO020824r4 Customer ID Pompano Beach PD		
Quote For: City of Pompano Beach – City Hall 100 West Atlantic Blvd. Pompano Beach, FL 33060		Quote valid until: 7/31/2024 Prepared by: K Isotalo		
Comments or Special Instructions: Renewal of Annual ShotSpotter (formerly Respond) Subscription Services for an additional five-year term (March 17, 2024 through March 16, 2029) for the 5.0 mi ² coverage area. The proposed services are for the City of Pompano Beach and will be delivered according to the terms and conditions contained in the SoundThinking Master Services Agreement.				
SALES DIRECTOR:		Nikki Britto		TERMS:
				Net 30
QUANTITY (mi ²)	DESCRIPTION	UNIT PRICE (per mi ²)	TAXABLE?	PRORATED AMOUNT
5.0	Year One: Annual ShotSpotter Subscription Services for 3/17/2024 through 3/16/2025.	\$68,250		\$341,250
5.0	Year Two: Annual ShotSpotter Subscription Services for 3/17/2025 through 3/16/2026.	\$68,250		\$341,250
5.0	Year Three: Annual ShotSpotter Subscription Services for 3/17/2026 through 3/16/2027.	\$68,250		\$341,250
5.0	Year Four: Annual ShotSpotter Subscription Services for 3/17/2027 through 3/16/2028.	\$68,250		\$341,250
5.0	Year Five: Annual ShotSpotter Subscription Services for 3/17/2028 through 3/16/2029.	\$68,250		\$341,250
			SUBTOTAL	\$1,706,250
			TAX RATE	
			SALES TAX	-
			OTHER	
			TOTAL	\$1,706,250
Please indicate your acceptance of this quote by issuing a Purchase Order referencing the Quote # above. SoundThinking will issue an invoice once we receive the PO.				
If you have any questions concerning this Quote, please contact Karen Isotalo - Vice President, Sales Operations at 510.298.8668 or kisotalo@soundthinking.com				
				

EXHIBIT C – SOUNDTHINKING CERTIFICATES OF INSURANCE

Attached on Following Pages



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/3/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Woodruff-Sawyer & Co. 50 California Street, Floor 12 San Francisco CA 94111	CONTACT NAME: WS Certificates	
	PHONE (A/C. No. Ext): 844-872-6329	FAX (A/C. No):
E-MAIL ADDRESS: certificates@woodruffswayer.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Federal Insurance Company		20281
INSURER B: Navigators Specialty Insurance Company		36056
INSURER C: Admiral Insurance Company		24856
INSURER D: Beazley Insurance Company		37540
INSURER E: AXIS Surplus Insurance Company		26620
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 264726853 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

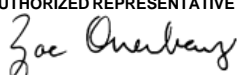
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	35894028	8/1/2023	8/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ *SEE BELOW GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			73552106	8/1/2023	8/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Deductible \$ 1,000
E	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			P00100122782401	8/1/2023	8/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B C D	E&O/CYBER LIABILITY EXCESS E&O/CYBER LIABILITY CRIME (EMPLOYEE DISHONESTY)			CM23PTLZ0BC8VIC XE00000086902 V230D3230601	8/1/2023 8/1/2023 6/7/2023	8/1/2024 8/1/2024 6/7/2024	EACH CLAIM/AGGREGATE \$3,000,000 EACH CLAIM/AGGREGATE \$2M XS \$3M LIMIT \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

*Personal & Advertising Injury Coverage is excluded under the General Liability but covered under the Media Liability Section of E&O/Cyber Liability Policy for \$1M in Limits.

City of Pompano Beach, its officers, employees and agents are included as Additional Insured as respects General Liability on a Primary and Non-contributory basis with a waiver of subrogation to the extent provided in the attached forms.

CERTIFICATE HOLDER**CANCELLATION**

City of Pompano Beach 100 West Atlantic Boulevard Pompano Beach, FL 33060	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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Endorsement

Policy Period August 1, 2023 TO August 1, 2024
Effective Date August 1, 2023
Policy Number 35894028
Insured **SoundThinking, Inc.**

Name of Company FEDERAL INSURANCE COMP ANY

Date Issued

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured

Additional Insured - Scheduled Person Or Organization

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

Liability Endorsement

(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

***Other Insurance –
Primary, Noncontributory
Insurance – Scheduled
Person Or Organization***

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.

All other terms and conditions remain unchanged.

Authorized Representative



Conditions

(continued)

**Transfer Or Waiver Of
Rights Of Recovery
Against Others**

We will waive the right of recovery we would otherwise have had against another person or organization, for loss to which this insurance applies, provided the **insured** has waived their rights of recovery against such person or organization in a contract or agreement that is executed before such loss.

To the extent that the **insured's** rights to recover all or part of any payment made under this insurance have not been waived, those rights are transferred to us. The **insured** must do nothing after loss to impair them. At our request, the **insured** will bring **suit** or transfer those rights to us and help us enforce them.

This condition does not apply to **medical expenses**.



CERTIFICATE OF LIABILITY INSURANCE

575

DATE (MM/DD/YYYY)
07/02/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
AON RISK SERVICES SOUTH INC
3550 LENOX ROAD NORTHEAST
SUITE 1700
ATLANTA GA 30326

CONTACT NAME: Aon Risk Services, Inc of Florida

PHONE (A/C, No, Ext): 833-506-1544

FAX (A/C, No):

EMAIL ADDRESS: work.comp@trinet.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Indemnity Insurance Company of North America

43575

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
TriNet Group, Inc.
SoundThinking, Inc.
1 Park Place, Suite 600
Dublin, CA 94568-7983

COVERAGES

CERTIFICATE NUMBER: 15762834

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEC <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WLR_C57279977	07/01/2024	07/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Workers Compensation coverage is limited to worksite employees of SoundThinking, Inc. through a co-employment agreement with TriNet HR III, Inc..

CERTIFICATE HOLDER

City of Pompano Beach
100 West Atlantic Boulevard
Pompano Beach, FL 33060

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services South Inc

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