

**AMENDMENT ONE TO
RESPOND SERVICES AGREEMENT**

This Amendment One (“Amendment One”) to the Respond Services Agreement dated December 20, 2022 (the “Agreement”) by and between SoundThinking, Inc. (“SoundThinking”) and the City of Fayetteville, NC (“Customer”), is effective as of the last date of signature below. Except as modified in this Amendment One, all other terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between this Amendment One and the Agreement, the terms of this Amendment One shall control. SoundThinking and Customer may also be referred to herein individual as a “Party”, or collectively as the “Parties”.

WHEREAS, on or about April 10, 2023 ShotSpotter, Inc. changed the company name to SoundThinking, Inc. (“SoundThinking”); and

WHEREAS, on or about April 10, 2023, SoundThinking rebranded its ShotSpotter Respond™ gunshot detection, location and forensics analysis services as ShotSpotter®; and

WHEREAS, the current subscription term for Customer’s ShotSpotter subscription ends September 27, 2024; and

WHEREAS, Customer desires to renew the subscription services for ShotSpotter for an additional thirty-six (36) month term.

NOW, THEREFORE, the Parties agree as follows:

- A. Effective April 10, 2023 and forward, references in the Agreement and any Amendments, to ShotSpotter the company shall mean SoundThinking.
- B. Effective April 10, 2023 and forward, references in the Agreement, and subsequent Amendments, to the product name ShotSpotter Respond™, shall mean ShotSpotter®.
- C. The Parties agree that Customer will pay the fees for said renewal, for a thirty-six (36) month term, in accordance with the pricing and payment terms in Exhibit A.

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

CITY OF FAYETTEVILLE

SOUNDTHINKING, INC.

Signature

Signature

Printed Name

Roxanne Lerner

Printed Name

Title

Director of Contracts

Title

Date

Date

EXHIBIT A
SoundThinking Quote # FYTVLLPD041524B



Quote

SoundThinking, Inc.
 39300 Civic Center Dr., Suite 300
 Fremont, CA 94538-2337
 Phone: 888.274.6877 Fax: 650.887.2106

DATE 4/15/2024
Quote # FYTVLLPD041524B
Customer ID Fayetteville PD

Quote For:
 Major Todd Joyce
 Chief of Staff
 Fayetteville Police Department
 467 Hay Street
 Fayetteville, NC 28301

Quote valid until: 9/27/2024
 Prepared by: S Carpenter

Comments or Special Instructions:

Renewal of Annual ShotSpotter (formerly Respond) Subscription Services for an additional three-year term (September 28, 2024 through September 27, 2027) for the 3.0 mi² coverage area. Upon acceptance of this quote, SoundThinking will provide an amendment to extend the Agreement dated December 20, 2022 between the City and SoundThinking or a new SoundThinking Master Services Agreement.

SALES DIRECTOR:		Jack Pontious	TERMS:		Net 30
QUANTITY (mi ²)	DESCRIPTION	UNIT PRICE (per mi ²)	TAXABLE?	AMOUNT	
3.0	Year One: Annual ShotSpotter Subscription Services for September 28, 2024 through September 27, 2025.	\$70,000		\$210,000	
3.0	Year Two: Annual ShotSpotter Subscription Services for September 28, 2025 through September 27, 2026.	\$70,000		\$210,000	
3.0	Year Three: Annual ShotSpotter Subscription Services for September 28, 2026 through September 27, 2027	\$70,000		\$210,000	
				SUBTOTAL	\$630,000
				TAX RATE	
				SALES TAX	-
				OTHER	
				TOTAL	\$630,000

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