

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into by and between SoundThinking™, Inc. ("SoundThinking") with offices located at 39300 Civic Center Dr., Suite 300, Fremont, CA 94538, and the City of Columbus, Ohio, Department of Public Safety, Division of Police ("CDP"), with offices located at 120 Marconi Blvd., Columbus, OH 43215, effective as of the last date of signature herein. SoundThinking and CDP may also be referred to in this MOU individually as a "Party" or collectively as the "Parties".

WHEREAS, SoundThinking develops and markets its ShotSpotter® gunshot detection, location, and forensic services ("ShotSpotter System"), for use by both public safety agencies and the private sector; and

WHEREAS, SoundThinking desires to conduct a live fire test (the "Test") of the ShotSpotter System at a property located in Columbus, OH.

NOW THEREFORE the Parties agree as follows:

### 1. PURPOSE

- A. SoundThinking desires to test the accuracy of the ShotSpotter System in detection of gunfire for use in critical infrastructure environments.
- B. SoundThinking has made arrangements for a suitable property location in Columbus, OH to conduct the Test.
- C. SoundThinking will provide all SoundThinking personnel and equipment necessary to conduct the Test, which will be conducted over a one, or two-day period as needed, to begin at 6:00 a.m. October 11, 2023, and end at 10:00 p.m. October 12, 2023.
- D. SoundThinking personnel will conduct set up on day one, and pack up at the conclusion of the Test.
- E. CDP has agreed to provide personnel, firearms and ammunition, and a bullet trap to assist SoundThinking during the Test period (not including set up, and pack up) to ensure that the Test is conducted safely, including final determination for the specific location within the property where the Test will be conducted.

### 2. REIMBURSEMENT OF EXPENSES

- A. SoundThinking will reimburse CDP for its actual expenses incurred in providing assistance to SoundThinking during the Test period. Such expenses shall consist of the cost for ammunition, and staff time:

- Ammunition                      \$200.00-\$400.00 (estimated)
- 1 CPD Sgt.                        \$92.54/hour overtime, not to exceed 10 hours (estimated)
- 4 CPD Officers                    \$78.42/hour overtime, not to exceed 10 hours (estimated)

An invoice following completion of the Test may be submitted to [payables@soundthinking.com](mailto:payables@soundthinking.com).

CPD shall receive payment for such invoice within thirty (30) days of receipt by SoundThinking.

### 3. INDEMNIFICATION AND LIMITATION OF LIABILITY

- A. SoundThinking shall protect, save, indemnify and hold CDP and the City of Columbus harmless from and against any and all loss, liability or claims for injury to, or death of persons, or damage to property arising from the Test, including reasonable attorneys' fees, resulting from claims for any or all injuries to persons or damage to property arising from intentional, willful or negligent acts or omissions of SoundThinking, its officers, employees, agents or contractors and subcontractors.
- B. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, ARISING FROM OR RELATED TO THE TEST OR THIS MOU, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES, REGARDLESS OF THE LEGAL THEORY UNDER WHICH DAMAGES ARE SOUGHT, EVEN IF SUCH DAMAGES WERE FORESEEABLE BY A PARTY OR A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

### 4. GENERAL TERMS

- A. This MOU represents the entire understanding of the Parties with respect to the subject matter herein.
- B. This MOU is made for the benefit of the Parties, and is not intended to benefit any third party or be enforceable by any third party.
- C. An electronic signature copy of this MOU shall be considered an original and shall meet any requirement to provide an original or hard copy.
- D. This MOU shall be governed in accordance with the laws of the State of Ohio and the ordinances, statutes and provisions of the Columbus City Code and Charter specifically including but not limited to Charter Sections 159 and 161. All claims, counterclaims, disputes and other matters in question between the Parties, their agents and employees relating to this MOU shall be decided in a court of competent jurisdiction within the County of Franklin, State of Ohio.
- E. SoundThinking shall comply with all Workers' Compensation laws of the State of Ohio. Proof of coverage shall be attached to the MOU as **EXHIBIT A**.
- F. SoundThinking shall carry at least the minimum amounts listed below of Commercial Liability Insurance (including Bodily Injury and Property Damage) naming the City of Columbus as an additional insured. SoundThinking must attach a copy of the Certificate of Insurance to this MOU as **EXHIBIT B**.

Commercial General Liability Insurance: \$1,000,000 ea. occurrence/\$2,000,000 aggregate

Auto Liability (any auto): \$1,000,000 combined single limit

Umbrella Liability: \$5,000,000 ea. occurrence/\$5,000,000 aggregate

- G. This MOU may not be assigned or otherwise transferred by SoundThinking without the prior written consent of CDP.
- H. The remedies provided for in this MOU shall not be exclusive but are in addition to all other remedies available under the law.

**EACH PARTY'S ACCEPTANCE HEREOF IS EXPRESSLY LIMITED TO THE TERMS OF THIS MOU 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 COLUMBUS DEPARTMENT OF  
PUBLIC SAFETY, DIVISION OF POLICE**

**SOUNDTHINKING, INC.**

*Vito Pisanti*

Accepted By (Signature)

*Roxanne Lemer*

Accepted By (Signature)

*Kate Pishotti*

Printed Name

Roxanne Lemer

Printed Name

*Director Public Safety*

Title

Director of Contracts

Title

*Sept 22, 23*

Date

21 September 2023

Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/14/2023

**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).**

<b>PRODUCER</b> AON RISK SERVICES SOUTH INC 3550 LENOX ROAD NORTHEAST SUITE 1700 ATLANTA GA 30326	<b>CONTACT NAME:</b> Aon Risk Services, Inc of Florida	
	<b>PHONE (A/C, No, Ext):</b> 833-506-1544	<b>FAX (A/C, No):</b>
<b>EMAIL ADDRESS:</b> work.comp@trinet.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A :</b> ACE American Insurance Company		22667
<b>INSURER B :</b>		
<b>INSURER C :</b>		
<b>INSURER D :</b>		
<b>INSURER E :</b>		
<b>INSURER F :</b>		

**INSURED**  
 TriNet Group, Inc. L/C/F SoundThinking, Inc.  
 1 Park Place, Suite 600  
 Dublin, CA 94568-7983

**COVERAGES** **CERTIFICATE NUMBER:** 15722007 **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
	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 \$ \$
	<b>AUTOMOBILE LIABILITY</b> <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) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DEC RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WLR_C52611453	07/01/2023	07/01/2024	<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..

<b>CERTIFICATE HOLDER</b>  City of Columbus 90 W Broad Street Columbus, OH 43215	<b>CANCELLATION</b>  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  <i>Aon Risk Services South Inc</i>



EXHIBIT B

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/13/2023

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.

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.

PRODUCER: Woodruff-Sawyer & Co. 50 California Street, Floor 12 San Francisco CA 94111
CONTACT NAME: WS Certificates
PHONE (A/C, No, Ext): 844-972-6326
INSURER(S) AFFORDING COVERAGE: INSURER A: Federal Insurance Company, INSURER B: Navigators Specialty Insurance Company, INSURER C: AXIS Surplus Insurance Company

COVERAGES CERTIFICATE NUMBER: 1375503267 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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation, and E&O/Cyber Liability.

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.
EXCESS E&O/CYBER LIABILITY
Carrier: Admiral Insurance Company. NAIC #24856.
Policy No: XE00000086902.
Policy Period: 8/1/2023 to 8/1/2024.
EACH CLAIM/AGGREGATE: \$2M XS \$3M.
See Attached...

CERTIFICATE HOLDER: City of Columbus, 90 W Broad Street, Columbus, OH 43215
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: Zoe Oberbay



## ADDITIONAL REMARKS SCHEDULE

AGENCY Woodruff-Sawyer & Co.		NAMED INSURED SoundThinking, Inc. 39300 Civic Center Drive, Suite 300 Fremont, CA 94538	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE	(Empty)	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

City of Columbus is included as additional insured as respects General Liability to the extent provided in the attached form.

**Liability Insurance**

**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

