

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 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.

3. INDEMNIFICATION AND LIMITATION OF LIABILITY

- A. SoundThinking shall 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.
- 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.

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.

COLUMBUS DIVISION OF POLICE

SOUNDTHINKING, INC.

Accepted By (Signature)

Accepted By (Signature)

Printed Name

Printed Name

Title

Title

Date

Date