
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): February 7, 2024

SoundThinking, Inc.

(Exact name of Registrant as Specified in Its Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-38107
(Commission File Number)

47-0949915
(IRS Employer
Identification No.)

**3930 Civic Center Dr.
Suite 300
Fremont, California**
(Address of Principal Executive Offices)

94538
(Zip Code)

Registrant's Telephone Number, Including Area Code: 510 794-3100

Name

(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common stock, par value \$0.005 per share	SSTI	The NASDAQ Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§ 230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§ 240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01 Entry Into a Material Definitive Agreement.

On February 7, 2024, SoundThinking, Inc. entered into a Sixth Amendment to Credit Agreement with Umpqua Bank (the “Amendment”) which amends the terms of that certain Credit Agreement, dated as of September 27, 2018, as amended, to extend the maturity date from October 15, 2024 to October 15, 2025.

The foregoing description of the Amendment is not intended to be complete and is qualified in its entirety by reference to the Amendment attached as Exhibit 10.1 hereto.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit Number	Description
10.1	Sixth Amendment to Credit Agreement between Umpqua Bank and SoundThinking, Inc. dated February 7, 2024
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

SoundThinking, Inc.

Date: February 12, 2024

By: /s/ Ralph A. Clark
Ralph A. Clark
President and Chief Executive Officer

SIXTH AMENDMENT TO CREDIT AGREEMENT

THIS SIXTH AMENDMENT TO CREDIT AGREEMENT (the "Amendment"), dated as February 7, 2024, is made by and between SOUNDTHINKING, INC. (f/k/a SHOTSPOTTER, INC.), a Delaware corporation (the "Borrower") and UMPQUA BANK, an Oregon state-chartered bank (the "Lender").

WITNESSETH:

WHEREAS, the Borrower and the Lender are parties to that certain Credit Agreement dated as of September 27, 2018 (the "Original Credit Agreement"), as amended by that certain First Amendment to Credit Agreement, dated as of May 21, 2019, as amended by that certain Second Amendment to Credit Agreement, dated as of August 14, 2020, as amended by that certain Third Amendment to Credit Agreement, dated as of May 19, 2022, as amended by that certain Fourth Amendment to Credit Agreement, dated as of September 26, 2022, and as amended by that certain Fifth Amendment to Credit Agreement, dated as of November 22, 2022 (the Original Credit Agreement, as so amended, the "Credit Agreement").

WHEREAS, the Borrower has requested that the Lender make certain modifications to the Credit Agreement as more fully set forth herein, and the Lender is willing to do so upon and subject to the terms and conditions of this Amendment.

NOW, THEREFORE, the parties hereto, in consideration of their mutual covenants and agreements hereinafter set forth and intending to be legally bound hereby, covenant and agree as follows:

1. **Recitals.** The Recitals set forth above are true and correct and are incorporated herein.

2. **Definitions.** Except as set forth in this Amendment, defined terms used herein shall have the meanings given to them in the Credit Agreement.

3. **Amendment to extend the Expiration Date.** The following defined term contained within the Credit Agreement is hereby amended in its entirety as follows:

"Expiration Date shall mean, with respect to the Revolving Credit Commitments, October 15, 2025."

4. **Conditions Precedent.** The Borrower and the Lender acknowledge and agree that the waiver and amendments set forth herein shall only be effective upon the occurrence of all the following conditions precedent (which date shall be the "Sixth Amendment Effective Date"):

(b) **Amendment.** The Borrower and the Lender shall have executed and delivered this Amendment.

(c) **Fees and Expenses.** The Borrower shall have paid or caused to be paid to the Lender all reasonable out-of-pocket costs, expenses and disbursements, including, without limitation, reasonable expenses of counsel, incurred by the Lender in connection with the development, preparation, execution, administration, interpretation or performance of this Amendment and all other documents or instruments to be delivered in connection herewith.

(d) **Guarantor Reaffirmation.** The execution by the Guarantors of the Guarantor Reaffirmation Statement made a part of this Amendment.

(e)Miscellaneous. Such other documents, agreements, instruments, deliverables and items set forth on the closing agenda delivered in connection with this Amendment or as otherwise deemed necessary by the Lender.

5. Representations, Warranties and Covenants. The Borrower covenants and agrees with and represents and warrants to the Lender as follows:

(b)the Borrower's obligations under the Credit Agreement, as modified hereby, are and shall remain secured by the Collateral, pursuant to the terms of the Credit Agreement and the other Loan Documents;

(c)the Borrower possesses all of the powers requisite for it to enter into and carry out the transactions referred to herein and to execute, enter into and perform the terms and conditions of this Amendment, the Credit Agreement and the other Loan Documents and any other documents contemplated herein that are to be performed by the Borrower; any and all actions required or necessary pursuant to the Borrower's organizational documents or otherwise have been taken to authorize the due execution, delivery and performance by the Borrower of the terms and conditions of this Amendment; the officers of the Borrower executing this Amendment are the duly elected, qualified, acting and incumbent officers of the Borrower and hold the titles set forth below their names on the signature lines of this Amendment; and such execution, delivery and performance will not conflict with, constitute a default under or result in a breach of any applicable law or any agreement, instrument, order, writ, judgment, injunction or decree to which the Borrower is a party or by which the Borrower or any of its properties is bound, and that all consents, authorizations and/or approvals required or necessary from any third parties in connection with the entry into, delivery and performance by the Borrower of the terms and conditions of this Amendment, the Credit Agreement, the other Loan Documents and the transactions contemplated hereby have been obtained by the Borrower and are full force and effect;

(d)this Amendment, the Credit Agreement, and the other Loan Documents constitute the valid and legally binding obligations of the Borrower, enforceable against the Borrower in accordance with their respective terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws and by general equitable principles, whether enforcement is sought by proceedings at law or in equity;

(e)all representations and warranties made by the Borrower in the Credit Agreement and the other Loan Documents are true and correct in all material respects (or in the case of any such representation and warranty that is qualified by materiality or reference to Material Adverse Effect, in all respects) as of the date hereof, except to the extent that any such representation and warranty relates to a specific date, in which case such representation and warranty shall be true and correct in all material respects (or in the case of any such representation and warranty that is qualified by materiality or reference to Material Adverse Effect, in all respects) as of such earlier date, with the same force and effect as if all such representations and warranties were fully set forth herein and made as of the date hereof and the Borrower has complied with all covenants and undertakings in the Credit Agreement and the other Loan Documents;

(f)no Event of Default or Default has occurred and is continuing under the Credit Agreement or the other Loan Documents; there exist no defenses, offsets, counterclaims or other claims with respect to the Borrower's obligations and liabilities under the Credit Agreement or any of the other Loan Documents; and

(g)the Borrower hereby ratifies and confirms in full its duties and obligations under the Credit Agreement and the other Loan Documents applicable to it, each as modified hereby.

6. Incorporation into Credit Agreement and other Loan Documents. This Amendment shall be incorporated into the Credit Agreement by this reference and each reference to the Credit Agreement that is made in the Credit Agreement or any other document executed or to be executed in connection therewith shall hereafter be construed as a reference to the Credit Agreement as amended hereby. The term "Loan Documents" as defined in the Credit Agreement shall include this Amendment.

7. Severability. If any one or more of the provisions contained in this Amendment, the Credit Agreement, or the other Loan Documents shall be held invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions contained in this Amendment, the Credit Agreement or the other Loan Documents shall not in any way be affected or impaired thereby, and this Amendment shall otherwise remain in full force and effect.

8. Successors and Assigns. This Amendment shall apply to and be binding upon the Borrower in all respects and shall inure to the benefit of the Lender and its successors and assigns, provided that the Borrower may not assign, transfer or delegate its duties and obligations hereunder. Nothing expressed or referred to in this Amendment is intended or shall be construed to give any person or entity other than the parties hereto a legal or equitable right, remedy or claim under or with respect to this Amendment, the Credit Agreement or any of the other Loan Documents, it being the intention of the parties hereto that this Amendment and all of its provisions and conditions are for the sole and exclusive benefit of the Borrower and the Lender.

9. Reimbursement of Expenses. The Borrower unconditionally agrees to pay and reimburse the Lender and save the Lender harmless against liability for the payment of reasonable out-of-pocket costs, expenses and disbursements, including without limitation, fees and expenses of counsel incurred by the Lender in connection with the development, preparation, execution, administration, interpretation or performance of this Amendment and all other documents or instruments to be delivered in connection herewith.

10. Counterparts. This Amendment may be executed by different parties hereto in any number of separate counterparts, each of which, when so executed and delivered shall be an original and all such counterparts shall together constitute one and the same instrument.

11. Entire Agreement. This Amendment sets forth the entire agreement and understanding of the parties with respect to the transactions contemplated hereby and supersedes all prior understandings and agreements, whether written or oral, between the parties hereto relating to the subject matter hereof. No representation, promise, inducement or statement of intention has been made by any party which is not embodied in this Amendment, and no party shall be bound by or liable for any alleged representation, promise, inducement or statement of intention not set forth herein.

12. Headings. The various headings of this Amendment are inserted for convenience only and shall not affect the meaning or interpretation of this Amendment or any provisions hereof.

13. Construction. The rules of construction set forth in Section 1.2 [Construction] of the Credit Agreement shall apply to this Amendment.

14. Governing Law. This Amendment shall be deemed to be a contract under the laws of the State of California and for all purposes shall be governed by and construed and enforced in accordance with the internal laws of the State of California without regard to its conflict of laws principles.

15. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY

HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AMENDMENT, THE CREDIT AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AMENDMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

16. **Judicial Reference.** In any judicial action or cause of action arising from this Amendment or otherwise, including without limitation contract and tort disputes, all decisions of fact and law shall, at the request of either party, be referred to a referee in accordance with Section 638 et seq. of the California Code of Civil Procedure if the action is before a court of any judicial district of the State of California. The referee shall prepare written findings of fact and conclusions of law, and judgment upon the referee's award shall be entered in court in which such proceeding was commenced. No provision or exercise of any right under this provision shall limit the right of the undersigned or Lender or other holder of this Amendment to exercise self-help remedies, such as foreclosure against or sale of any real or personal property collateral or security, or to obtain provisional or ancillary remedies from a court of competent jurisdiction before, during or after the pendency of any judicial reference proceeding. The exercise of a remedy does not waive the right of either party to resort to judicial reference. The parties further agree that all disputes, claims and controversies between them shall be brought in their individual capacities and not as a plaintiff or class member in any purported class or representative proceeding.

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[SIGNATURE PAGES TO FOLLOW]

[SIGNATURE PAGE TO SIXTH AMENDMENT TO CREDIT AGREEMENT]

IN WITNESS WHEREOF, the parties hereto, by their officers thereunto duly authorized, have executed this Amendment as of the day and year first above written.

BORROWER:

SOUNDTHINKING, INC., a Delaware corporation

By: /s/ Ralph A. Clark

Name: Ralph A. Clark

Title: Chief Executive Officer

[SIGNATURE PAGE TO SIXTH AMENDMENT TO CREDIT AGREEMENT]

LENDER:

UMPQUA BANK, an Oregon state-chartered bank

By: /s/ Monica Fleming

Name: Monica Fleming

Title: Senior Vice President

Guarantor Reaffirmation Statement

Each of the undersigned has previously executed a Payment Guaranty dated as of December 21, 2020 (as the same has been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty") in favor of the Lender in connection with the Credit Agreement. Each of the undersigned understands that the Borrower and the Lender have entered into the foregoing Sixth Amendment to Credit Agreement (the "Amendment"). Each of the undersigned: (a) acknowledges it has read the Amendment, (b) consents to the execution of the Amendment by the Borrower and consents to the matters set forth in the Amendment and all prior amendments and modifications, (c) reaffirms its obligations under the Guaranty, (d) agrees that the Guaranty remains in full force and effect in accordance with its terms and (e) agrees that any reference in the Guaranty or any other Loan Document to the Credit Agreement means the Credit Agreement as amended by the Amendment.

Each of the undersigned hereby confirms that any collateral for the Guaranteed Obligations (as defined in the Guaranty), including liens, security interests, mortgages, and pledges granted by the undersigned or third parties (if applicable), shall continue unimpaired and in full force and effect, shall cover and secure all of the undersigned's existing and future obligations to the Lender, as modified by the Amendment.

Dated as of February 7, 2024.

TECHNOLOGIC SOLUTIONS, LLC

By: SOUNDTHINKING, INC., as Sole Member

By: /s/ Ralph A. Clark
Name: Ralph A. Clark
Title: Chief Executive Officer

FORENSIC LOGIC, LLC

By: SOUNDTHINKING, INC., as Sole Member

By: /s/ Ralph A. Clark
Name: Ralph A. Clark
Title: Chief Executive Officer

SAFEPOINTE, LLC

By: SOUNDTHINKING, INC., as Sole Member

By: /s/ Ralph A. Clark
Name: Ralph A. Clark
Title: Chief Executive Officer
