



L5Q Camera License Plate Recognition - Evaluation System

Memorandum of Agreement

This MOA represents an understanding between **Vigilant Solutions, LLC (Vigilant)** and the **Customer** concerning their collective responsibilities in the Customer's evaluation of Vigilant's L5Q Solar, Quick-deploy License Plate Recognition system.

Definitions:

"Customer" means a law enforcement agency, governmental agency, security facility/company or other applicable end user that has agreed to evaluate Vigilant's License Plate Recognition (LPR) system.

"LEARN" means Vigilant's hosted law enforcement product that provides management of systems and users as well as analytic and data sharing capabilities.

"Client Portal" means Vigilant's hosted solution for non-enforcement customers that provides management of systems and users as well as query and data sharing capabilities.

"L5Q" means Vigilant's quickly-deployable, solar-powered LPR camera solution designed for efficient LPR capture in areas of lower speed (<45 mph posted speed limit) and lower volume traffic (<3,500 vehicles per day).

"LPR System (LPRS)" means the hardware/software combination of the L5Q coupled with either a LEARN or Client Portal account.

"Demo Kit" means a complete LPRS kit furnished by Vigilant including all hardware/software components required for installation & evaluation of the LPRS when installed at the Customer's designated location.

Term of Agreement:

A fully executed MOA will entitle the Customer to receive one complete LPRS Demo Kit, valid for a thirty (30) day field trial, in which to set up and install one (1) LPRS at a Customer designated location for purposes of evaluation. It is exclusively and mutually agreed that the customer will evaluate the LPRS and provide Vigilant with feedback regarding meeting or exceeding the Performance Criterion (defined below) under the guidelines and restrictions outlined in this MOA.

Customer Obligations:

The following are the key intentions and obligations of the Customer:

- The Customer shall sign and execute this MOA and return to Vigilant



- The Customer shall be willing to receive and return, free of charge, the LPRS Demo Kit provided by Vigilant
- The Customer shall complete the following within (30) days:
 - Installation of the LPRS Demo Kit
 - Complete field testing of the LPRS
 - De-installation and return of LPRS to Vigilant
 - NOTE: Extension of additional demo period shall be requested in writing and approved by Vigilant Regional Sales Manager (RSM) or Vigilant Vice President of Sales
- The Customer shall afford Vigilant a copy of all Detection records acquired throughout evaluation period for the purposes of manufacturing OCR accuracy testing and confirmation
- The customer shall review all recorded results of the LPRS field trial and evaluate against the stated Performance Criterion

Vigilant Obligation:

The following are the key intentions and obligations of Vigilant:

- Vigilant will provide LPRS Demo Kit to Customer including all required system software/hardware components plus associated product documentation. Vigilant will deliver/return (via ARS label) the Demo Kit to/from the Customer
- The Demo Kit will be shipped with a step by step QuickStart Guide including all required steps to achieve 100% installation. The projected installation time is less than thirty (30) minutes for the customer to install, provided a suitable mounting location (vertical pole adjacent to the lane to be captured)
- Vigilant will be available for technical support via fax, phone & email, and offer a paid on-site support option if necessary (desired) to complete substantial installation completion

Demo Kit Deliverables:

Vigilant will provide a complete LPRS Demo Kit including the following contents:

- Vigilant's LEARN or Client Portal account
- One (1) Vigilant L5Q camera kit

Performance Criterion:

The LPRS shall meet or exceed the following performance metrics:

- The system demonstrated as being able to be installed, started up and configured with use of available, select Customer staff
- The system shall be capable of uploading a "Hot-List" record set of up to 500,000 records with a minimum of 5 cell inputs per record in tab-delimited ASCII formats or standard DOJ format.



- The system, in both day and night conditions:
 - Shall display plate image capture rates (capture image to process for OCR) of:
 - At least 90% - assuming correct aiming for camera view
 - Shall perform Optical Character Recognition (OCR) on all captured plate images yielding accuracy rates of:
 - At least 90% - assuming correct aiming for camera view
 - Shall create a detection record in Client Portal or LEARN for all captured plate images with:
 - OCR result
 - Image of license plate and vehicle color overview
 - Time and day of detection stamp
 - Shall, in the event of a “Hot-List” match:
 - Lookup “Exact Match” accuracy of at least 96%.

LPRS Demo Kit Delivery & Return:

Delivery of the LPRS Demo Kit and all associated documentation will be scheduled subsequent to Vigilant receiving this signed MOA document. The Customer is responsible to return the entire Demo Kit “As received” to Vigilant. In the unlikely event that damage shall occur, the Customer shall return all damaged equipment to Vigilant regardless of condition. The maximum Demo Kit value that the Customer shall be responsible for in the unlikely event of complete non-recovery is set to a sub-standard market value of \$4,995.00. At no time shall the Customer share, offer, suggest and/or tour Vigilant competition through LPRS equipment, software, or associated documentation. Vigilant reserves the right to at any time request, and therefore be immediately granted, return of the LPRS Demo Kit.

Ownership of Demo Kit:

The software product is copyrighted by Vigilant and remains the property of Vigilant. The hardware components are owned by and titled to Vigilant. This agreement does not constitute sale of any piece, part or portion of the Demo Kit contents. Vigilant retains title and ownership of the software and hardware components related to the Demo Kit and all other materials included as part of the software product.

Initiating a Demo Kit:

To obtain a LPRS Demo Kit, fill out the attached Vigilant LPR evaluation form below and return a completed copy to Vigilant. Vigilant support specialists will contact you after receiving your information to coordinate delivery.



Authorization:

IN WITNESS WHEREOF, The Customer and Vigilant have caused This Agreement to be signed on the date set forth below and be effective on the last date specified below.

Manufacturer: Vigilant Solutions, LLC
Authorization: Bill Quinlan
Title: Vice President
Date: _____
Signature: _____

Customer: San Luis Obispo County Sheriff's Office
Name: Ian S. Parkinson
Title: Sheriff-Coroner
Date: 12/18/2020
Signature: [Signature]

Return to: Vigilant Solutions, LLC
1152 Stealth Street
Livermore, CA 94551

Phone: 925-398-2079
Fax: 925-398-2113

Sales Email: sales@vigilantsolutions.com