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Ministry of Education & Sports
Kyadondo Road, Nakasero
and: Suite 267 Serena Conference Centre
PO Box 11644
Kampala

The Inspector General of Police
Uganda Police Force
P.O. Box 7055
Kampala, Uganda

Re: Kinesense CCTV Video Enhancement Software – Revised Quotation

10th July 2019

Dear Sir, Masterlinks Uganda Ltd. has pleasure in providing a quotation for the Kinesense Video Investigation Solution, as recently demonstrated to your team at Police Headquarters, Naguru.

This revised quotation includes the video enhancement tools in the standard Kinesense Large Enterprise solution and, following further discussions, we have included an additional option for Facial Recognition.

In partnership with Kinesense Ltd., we are looking forward to working with the Uganda Police Force to help the team of detectives with their work.

Yours faithfully,

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Masterlinks Uganda is a partner company of Kinesense Ltd.
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MASTERLINKS SOFTWARE QUOTATION

A substantial financial investment has taken place within Kampala, with installations of high technology closed-circuit television cameras designed to improve citizens' safety on the streets and providing crime detection agencies with the tools needed to identify and prosecute offenders. Together with a multitude of other state owned and private sector cameras, this investment presents a huge opportunity to boost public confidence.

To maximise the benefits of such a wide deployment of cameras, in terms of crime reduction, crime prevention and the bringing of more offenders to justice, careful consideration must be given to post production investigation, which includes analysing the generated video footage.

The solution described here is the Kinesense Investigation Platform (Large Enterprise for Police Forces) which offers law enforcement professionals the opportunity to retrieve, review, report and manage CCTV footage, within an evidential and fully secure environment. The software is tried and tested and utilised by over 100 law enforcement agencies worldwide.

The software is developed by Kinesense Limited, based in Dublin, Ireland with a sales and support office in London and represented in Uganda by Masterlinks Limited, a Kampala based systems and consulting company.



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KINESENSE VIDEO INVESTIGATION SOLUTION

The software solution comprises the Kinesense Large Enterprise (LE) video investigation solution which delivers case management, evidence management, investigation management, court management integration (preparing video evidence for court), certification management and incident mapping.

For Facial Recognition facial recognition the Kinesense system offers three levels of functionality, which are the standard package and a choice of two options:

1. The standard Kinesense package provides the capture and video enhancement of faces with time and date stamps for use as evidence
2. The Face Detection option automatically finds and extracts faces in video to save time reviewing footage. Persons of interest can be tagged and tracked across video sources to map out associations and attributions
3. The Face Recognition option analyses video to find all faces in the video, and all functions of the Face Detection above. Faces found in the video are then compared to a known database of suspects or person of interest which have been loaded into the suspect database. When there is a match, the analyst will be informed.

Following recent discussions we have included the Face Recognition option in this quotation.

The Kinesense system is provided by Kinesense Limited on an annual subscription basis and is never sold outright. For the Uganda Police Force we are offering the system on a 3-year (36 months) contract basis and the quotation below shows revised prices for this option.

This quotation also includes amendments to the Standard Term and Conditions of a Masterlinks contract, which include the following changes:

- software installation will be included in the training programme,
- after installation, any loss or corruption of the software will be managed by the Kinesense Remote Technical Assistance service to restore the system to a working condition
- this software quotation is valid for 90 days
- payment for the system can only be made by the UPF one month after delivery
- local taxes will be added at the current rate of 24%, plus Ugandan import duties at the prevailing rate.

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Annual Subscription Machine Model KS-ASM

- The price is based on the number of installed machine licences, valid for 36 consecutive months.
- Software can be deployed on a network or standalone basis.
- All functionality is included (*excluding face detection/ recognition algorithms & any 3rd party algorithm, as options).
- Access to software updates is included in subscription price.
- Prices exclude local Ugandan taxes and duties and are valid for 90 days.

The configuration below includes the modules selected by the UPF and is a complete working Kinesense system.

Item	Code	Product Description	Euro € Cost for 36 months	UGX Cost for 36 months*
A	KS-ASM-2	Kinesense LE: 2 PC Clients 36 months subscription to Kinesense Video Investigation Solution Version 3, comprising: • 2 installed machine licenses	€42,570	UGX 176,282,370
PLUS				
E	KS-RTA	Kinesense Remote Technical Assistance, 60 hours to be used within 36 months	€8,250	UGX 34,163,250
PLUS				
F	K-TRAN	Training, up to 4 days for up to 10 people. Software installation at Kampala. Excludes flight costs & other travel expenses	€33,000	UGX 136,653,000

The following item is included as an option:

Item	Code	Product Description	Euro € Cost	UGX Cost *
H	KS-FR	Face Recognition Module: The solution analyses video to find all faces in the video. These faces are then compared to a known database of suspects or person of interest which have been	€78,540	UGX 325,234,140

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		<p>enrolled into the suspect database. When there is a match, the analyst will be informed.</p> <p>Search by:</p> <ul style="list-style-type: none">• Enrolled candidate (faces found in imported video will be matched against enrolled faces, if there is a match above a certain threshold this will be displayed)• Uploaded image (import a face and see if it matches to an enrolled suspect)• Filter faces by age• Filter faces by gender• Filter faces by wearing glasses/no glasses <p>10 Users, 1 Machine Licence up to 50,000 enrolled faces</p>		
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COST SUMMARY

A	KS-ASM-2	Kinesense LE: 2 PC Clients, for 3 years	€42,570	UGX 176,282,370
E	KS-RTA	Kinesense Remote Technical Assistance, for 3 years	€8,250	UGX 34,163,250
F	K-TRAN	Training, up to 4 days for up to 10 people. Software installation at Kampala. Excludes flight costs & other travel expenses	€33,000	UGX 136,653,000
H	KS-FR	Face Recognition Module: for 3 years	€78,540	UGX 325,234,140
		TOTAL COST	€162,360	UGX 672,332,760

PLEASE NOTE:

- Prices exclude local taxes, duties and flight & accommodation costs for the installation and training service.
- Euros to Uganda Shillings are converted at today's Bank of Uganda rate of €1.00/UGX4,141.

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Hardware Requirements:

Kinesense recommends that the correct specifications of workstations are used by users to ensure good responses and timely resolutions.

Kinesense LE- Local PC Deployment	Kinesense LE- Local PC Deployment	Kinesense LE- Face Detection & Recognition
<i>Minimum Requirements</i>	<i>Suggested Requirements</i>	<i>Minimum Requirements</i>
Windows 10 * Intel Core i7 or above 8 GB RAM More than 15 GB free hard disk Space	Windows 10 x64 Pro Intel Core i7 7th gen. 4 core or better, scoring above 10k on cpubenchmark.net 16 GB RAM SSD for Windows, plus 1 TB drive for database storage	Windows 10 x64 Pro Intel Core i7 7th gen. 4 core or better, scoring above 10k on cpubenchmark.net NVidia GTX 1070 or above (CUDA support) 16 GB RAM SSD drive for OS, plus 1TB drive for database storage

* **Windows support:** we only support the latest Microsoft supported Windows version (See the Microsoft Windows Lifecycle Fact Sheet <https://support.microsoft.com/en-ie/help/13853/windows-lifecycle-fact-sheet>). We suggest that customers use the latest version of windows to ensure that issues can be resolved. Kinesense products do run on earlier versions of windows but we cannot guarantee issues can be resolved that relate to third party solutions. If a support contract is in place, we will review any issue that arise but cannot guaranteed successful resolution.

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Standard Terms & Conditions of Masterlinks Uganda Limited:

General Conditions

- (i) The buyer agrees to accept the terms and conditions below, unless otherwise agreed in writing with Kinesense or Masterlinks
- (ii) In the event of any inconsistency between these terms and conditions and any other agreement or any translation into another language, these terms and conditions in the English language shall take priority.
- (iii) This agreement is subject to the law of the Republic of Uganda.
- (iv) The following definitions shall have the meanings assigned to them and cognate expressions shall have the corresponding meanings:
 - "**Products**" means the software and related hardware developed by including object code form, component libraries or templates and related user documentation developed by the Company as more particularly set out the Price List and includes the Support Services;
 - "**Licence Fee**" the fee for Kinesense Products.
 - "**Buyer**" means the person or organisation to whom this quotation is addressed places the order for Kinesense Products.
 - "**End user**" mean the person or organisation, its employees, agents and independent contractors who are authorised to use the Products.

Grant of Licence and Order

- (i) In consideration of the payment of the Licence Fee, Kinesense hereby agrees to provide a non-exclusive, non-transferable licence to use the products to the end user identified on the purchase order on the terms of this agreement. Please provide the end user organisations name and key contact details in any purchase order placed.
- (ii) The product priced within this quotation is intended to be used by one end user organisation. Licences may not be shared between organisations. The end user, buyer or other may not to rent, lease, sub-license or loan the products. A buyer may resell the product to another end user organisation provided this is agreed with Kinesense in advance.

Delivery & installation

- (i) Kinesense will electronically deliver Products unless otherwise agreed in writing.
- (ii) Kinesense assumes no responsibility for licences or charges including but not limited to customs clearance, customs duty, VAT, export licences or any other charges within the country designated for delivery by the Buyer.
- (iii) Kinesense shall not be liable for any delivery delays beyond the reasonable control of Kinesense.
- (iv) Software installation is included in the user training service. The buyer will be responsible for hardware, storage or any networking requirements.

Price & payment

- (i) This quotation is valid for a period of 90 days from date of issue and subject to prior order.
- (ii) Prices are quoted ex works (INCOTERMS 2000) unless otherwise specified

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(iii) Provision for terms of payment are set forth in Masterlinks quotation are agreed on an individual basis with the buyer and may require full up-front payment. Revised payment terms are 30 days after delivery. Kinesense reserves the right to charge the Buyer interest for the late payment of any sum due under this Agreement at the rate of 2 per cent above the Bank of Ireland base rate.

(iv) The licence fee is based on a subscription basis and is payable in advance for 36 consecutive months, unless stated otherwise.

(v) The start date for the licence fee is 1-month post purchase order or installation date, whichever is sooner.

(vi) Professional services for installation, training, technical support and development are chargeable separately to the licence fee.

Buyer & end user responsibilities

(i) The end user agrees to adhere to the Kinesense End User Licence Agreement (EULA) of Kinesense. The EULA comes in to force when the product is installed and the 'I Accept' button or check box is presented with the EULA terms and conditions and clicked on, or earlier, when any of the Products are used and shall remain in force until the licence expires. Where the buyer installs the licence for the end user, they will ensure that the end user is aware of the licence terms and conditions.

(ii) The end user shall be considered the data controller and as such shall be responsible for content of any data processed by Kinesense products.

(iii) The end user shall own all rights, title and interest in and to all content imported to the Product and shall have the sole responsibility for the legality, reliability, integrity accuracy and quality of such content.

(iv) Where the licence fee is sold as a named user licence, the end user is responsible for providing access to named authorised users and ensuring that multiple users do not use the same named user log-ons. If the end user becomes aware of any violation of this clause by a named user, they agree to terminate such user access to the Products.

(v) The end user will ensure that Product users are always educated and trained in the proper use and operation of the Products and that the Products are used in accordance with the Kinesense manuals and instructions.

(vi) The end user shall provide all necessary co-operation in relation to these terms and conditions and provide all necessary access to such information as Kinesense may require to the Products including but not limited to content, security access information and Information technology configuration.

(vii) The end user will not make a permanent or temporary copy of or to disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Product.

(viii) The end user will not create any software which is substantially similar in its expression to the Product or for any other act which infringes copyright.

(ix) The end user shall take all steps reasonably necessary to ensure that no person or entity has unauthorised access to the Product.

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Cancellation

- (i) An order cannot be cancelled once delivered. Before delivery Kinesense must receive written notice and request for cancellation stating the reason.
- (ii) Buyer shall be liable for payment of the following charges to Kinesense in the event of cancellation: costs up to the date of cancellation + 15% of the contract value.

Limitation of Liability

- (i) Kinesense warrants that at the time of sale, it will have title to sell the Products to the buyer; and the products sold to the Buyer will conform with the respective specification and/or product as trialled.
- (ii) Kinesense liability shall be limited to either the replacement of the Product concerned; or at the option of Kinesense, reimbursement of the Price.
- (iii) Kinesense shall have no further liability to the Buyer
- (iv) Nothing in these terms and conditions shall exclude or limit the liability of the Kinesense for death or personal injury resulting from the negligence of the Kinesense or any of its employees or agents, nor shall they operate to exclude or limit any statutory rights which cannot be legally excluded or limited, including the statutory rights of a consumer.

Copyright, Patents, Trademarks & Name

- (i) The use of any patent number, trade mark, name or description to any goods shall not be deemed to warrant that such patent, trade mark, name or description as valid.
- (ii) Buyer may not modify, reproduce, decompile, reverse engineer or transfer equipment or documentation supplied without our prior written consent.

Disclaimer

Kinesense makes no warranty or representation, either expressed or implied, with respect to the Software or its contents, quality, performance, merchantability, or fitness for a particular purpose. Buyers and End users should ensure that they have trialled the Products in advance of purchase to ensure their needs are met.

Face recognition technology, like any biometric application, cannot provide 100% recognition accuracy. The solution should be used only by trained personnel.