

VENDOR CONTRACT

Between _____ and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

SAFETY EQUIPMENT AND SUPPLIES

CONTRACT NUMBER 1032416

General Information

The vendor contract shall include the contract, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation and the awarded vendor's proposal. Once signed, if an awarded vendor's proposal varies or is unclear in any way from the TIPS contract, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor's proposals, task orders, purchase orders and any adjustments which have been issued.

The following pages will constitute the contract between the successful vendors(s) and TIPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final contract.

The Vendor Contract ("Contract") made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as "TIPS" respectfully) a government cooperative purchasing program authorized by the Region VIII Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This contract consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

Definitions

PURCHASE ORDER is the TIPS member's approval providing the authority to proceed with the negotiated delivery order under the contract. Special terms and conditions as agreed to between the vendor and TIPS member will be added as addendums to the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

PREMIUM HOURS are defined as those hours not included in regular hours or recognized holidays. Premium hours are to be approved by the TIPS member for each delivery order and noted in the delivery order proposal as a line item during negotiations.

REGULAR HOURS are defined as those hours between the hours of 7 AM and 6 PM Monday thru Friday.

Terms and Conditions

Freight

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

Warranty Conditions

All supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be an authorized dealer, distributor or manufacturer for all products. All equipment proposed shall be new unless clearly stated in writing.

Customer Support

The Vendor shall provide timely and accurate customer support to TIPS members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.)

Contracts

All contracts and agreements between Vendors and TIPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised.

Contracts for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government entities.

Davis Bacon Act requirements will be met when Federal Funds are used for construction and/or repair of buildings.

Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter: (1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States; (4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit

exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

Assignments of contracts

No assignment of contract may be made without the prior written approval of TIPS. Payment can only be made to the awarded Vendor or vendor assigned dealer.

Disclosures

1. Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in the TIPS program.
3. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

Renewal of Contracts

The contract is for one (1) year with an option for renewal for 2 consecutive years. Total term of contract can be up to 3 years if sales are reported through the contract and both parties agree.

Shipments

The Vendor shall ship ordered products within five (5) working days after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

Invoices

The Vendor or vendor assigned dealer shall submit invoices, to the TIPS participant. Each invoice shall include the TIPS participant's purchase order number. The shipment tracking number or pertinent information for verification of TIPS participant receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS and the TIPS participant.

Payments

The TIPS participant will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice.

Pricing

The Vendor contracts to provide pricing to TIPS and its participating governmental entities that is the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the contract.

The Vendor agrees to promptly lower the cost of any product purchased through TIPS following a reduction in the manufacturer or publisher's direct cost to the Vendor. Price increases will be honored. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase.

All pricing submitted to TIPS shall include the participation fee to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to customer. The normal fee is 2%, but can be negotiated with the Vendor.

Participation Fees

Vendor or vendor assigned dealer contracts to pay the participation fee for all contract sales to TIPS on a monthly scheduled report. Vendor must login to the TIPS database and use the "Submission Report" section to report sales. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS contract. Failure to pay the participation fee will result in termination of contract. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

1. **Indemnity for Personality Contracts.** Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, invitees, whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.
2. **Indemnity for Performance Contracts.** The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Vendor further agrees to indemnify and

hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for injuries (including death) to an officer, employee, agent, subcontractor, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this contract whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.

Attorney's Fees--Texas Local Government Code § 271.159 is expressly referenced.

Pursuant to §271.159, TEXAS LOC. GOV'T CODE, in the event that any one of the Parties is required to obtain the services of an attorney to enforce this Agreement, the prevailing party, in addition to other remedies available, shall be entitled to recover reasonable attorney's fees and costs of court.

Multiple Vendor Awards

TIPS reserves the right to award multiple vendor contracts for categories when deemed in the best interest of the TIPS membership. Bidders scoring 80% or above will be considered for an award. Categories are established at the discretion of TIPS.

State of Texas Franchise Tax

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the contract or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS participants will submit any orders at any time. TIPS reserves the right to request additional proposals for items already on contract at any time.

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a purchase order occurs, TIPS is to be notified within 24 hours of receipt of order.

Cancellation for non-performance or contract deficiency

TIPS may terminate any contract if TIPS Members have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. TIPS reserves the right to cancel the whole or any part of this contract due to failure by awarded vendor to carry out any obligation, term or condition of the contract. TIPS may issue a written deficiency notice to awarded vendor for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the contract;

- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving TIPS reason to believe that awarded vendor will not or cannot perform the requirements of the contract; and/or
- Performing work or providing services under the contract prior to receiving a TIPS reviewed purchase order for such work.

Upon receipt of the written deficiency, awarded vendor shall have ten (10) days to provide a satisfactory response to TIPS. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by awarded vendor under this contract shall become the property of the TIPS Member on demand.

TIPS Member Purchasing Procedures

Purchase orders are issued by participating TIPS member to the awarded vendor indicating on the PO "Contract Number". Purchase Order is emailed to TIPS at tipspo@tips-usa.com.

- Awarded vendor delivers goods/services directly to the participating member.
- Awarded vendor invoices the participating TIPS member directly.
- Awarded vendor receives payment directly from the participating member.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS to report monthly).

Form of Contract

The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a vendor submitting an offer requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

Vendor contract documents: TIPS will review proposed vendor contract documents. Vendor's contract document shall not become part of TIPS's contract with vendor unless and until an authorized representative of TIPS reviews and approves it.

Licenses

Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. TIPS reserves the right to stop

work and/or cancel contract of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

Novation

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of awarded vendor.

Site Requirements (when applicable to service or job)

Cleanup: Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order.

Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion.

Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety measures: Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking

Persons working under contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

Invoices

The awarded vendor shall submit invoices to the participating entity clearly stating "Per TIPS Contract". The shipment tracking number or pertinent information for verification shall be made available upon request.

Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this contract by awarded vendor must have prior approval from TIPS.

Supplemental agreements

The entity participating in the TIPS contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS members and employees shall not be made party to any claim for breach of such agreement.

Legal obligations

It is the responding vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in this RFP and any awarded contract thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Contract. TIPS and Region 8 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Services

When applicable, performance bonds will be required on construction or labor required jobs over \$100,000 and payment bonds on jobs over \$25,000 or awarded vendor will meet the TIPS member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds will not require that a fee be paid to TIPS. The actual cost of the bond will be a pass through to the TIPS member and added to the purchase order.

Scope of Services

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member and Awarded vendor. It is okay if the TIPS member provides a general scope, but the awarded vendor should provide a written scope of work to the TIPS member as part of the proposal. Once the scope of the job is agreed to, the TIPS member will issue a PO with the estimate referenced as an attachment along with bond and any other special provisions agreed to for the TIPS member. If special terms and conditions other than those covered within this solicitation and awarded contracts are required, they will be attached to the PO and shall take precedence over those in the base contract.

Project Delivery Order Procedures

The TIPS member having approved and signed an interlocal agreement, or other TIPS membership document, may make a request of the awarded vendor under this contract when the TIPS member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person.

Upon notification of a pending request, the awarded vendor shall make contact with the TIPS member as soon as possible, but must make contact with the TIPS member within two working days.

Scheduling of Projects

Scheduling of projects (if applicable) will be accomplished when the TIPS member issues a purchase order that will serve as "the notice to proceed". The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the TIPS member inspect the work for acceptance under the scope and terms in the PO. The TIPS member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS member will issue a completion notice and final payment will be issued.

Support Requirements

If there is a dispute between the awarded vendor and TIPS member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

Special Terms and Conditions

It is the intent of TIPS to contract with a reliable, high performance vendor to supply products and services to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

- **Contracts:** All vendor purchase orders must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt with TIPS.
 - **Promotion of Contract:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS contract is not acceptable to the terms and conditions of this contract and will result in removal of Vendor from Program. Vendor is expected to use marketing funds for the marketing and promotion of this contract.
 - **Daily Order Confirmation:** All contract purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS member (customer) within 24 business hours.
 - **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, then updated pricing must be posted by 1st of each month.
 - **Back Ordered Products:** If product is not expected to ship within 3 business days, customer is to be notified within 24 hours and appropriate action taken based on customer request.
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Check one of the following responses to the General Terms and Special Terms and Conditions:

() We take no exceptions/deviations to the general and/or special terms and conditions.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

() We take the following exceptions/deviations to the general and/or special terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general or special terms and conditions that you are taking exceptions/deviations to. The proposer must clearly state if you are adding additional terms and conditions to the general or special terms and conditions. Provide details on your exceptions/deviations below:

[illegible]

Special Terms and Conditions:

Initial Wireless Service Payment/Deposit to WiarCom Inc. for Activation and Initial Monthly Service must be received before shipment of Vision units to the end user.

Terms for Purchase Orders to WiarCom Inc. will be Net 15 days.

Any terms or conditions of sale proposed by Supplier, whether in Supplier's confirmation, invoice or otherwise, that are inconsistent with Standard Terms and Conditions shall not be binding upon Company, whether or not Company accepts such confirmation, invoice or goods.

WIARCOM, INC. GENERAL TERMS AND CONDITIONS OF SERVICE

The following General Terms and Conditions of Service, together with the Rate Plan and the Addendum applicable to a specific service (collectively, the "Agreement"), shall govern and control the provision of the services provided to you by WiarCom, Inc. ("WiarCom"):

GENERAL TERMS AND CONDITIONS OF SERVICE

1. **YOUR WIARCOM SERVICE AND EQUIPMENT.** The service (as defined in each Addendum, the "Service") provided by WiarCom requires the use of certain certified hardware (the "Hardware") and software (the "Software") and together with the Hardware, the "Equipment") in order to provide Service to you. Without such Equipment, the Service will not work.
2. **RATE PLAN AND PAYMENT FOR THE SERVICE.** The Rate Plan shall govern the pricing of Service. Note that the Rate Plan may have both fixed and variable charges. The Rate Plan shall govern in the event of any conflict between these General Terms and Conditions of Service (including the applicable Addendum) and the Rate Plan. WiarCom may modify the Rate Plan in whole or in part and you agree that such modification shall control as provided in Section 4 of the applicable Addendum. You agree to pay in full for the Service within 15 days of the date of invoice (unless the law provides otherwise) in accordance with the Rate Plan. IF YOU PROVIDE WIARCOM WITH A CREDIT OR DEBIT CARD NUMBER, YOU EXPRESSLY AUTHORIZE WIARCOM TO CHARGE THE CARD FOR ALL SERVICES AND ALL OTHER AMOUNTS UNDER THIS AGREEMENT WITHOUT FURTHER OR PRIOR NOTICE TO YOU. You may prepay all or any part of the amount that is or may become payable for the Service. However, any such prepayments are not refundable for any reason. If a check is returned to WiarCom unpaid or dishonored, WiarCom may charge you a fee of up to \$25 per instance. If your credit or debit card provider refuses a charge, or a check bounces, WiarCom has the right to terminate or suspend your Service. WiarCom shall not be bound by any restrictive language included on checks such as "payment in full". WiarCom shall refund credit balances (other than prepayments) of less than one dollar only upon express written request.
3. **DEPOSIT.** WiarCom may require a deposit from you to guarantee payment of charges for Service and may increase or decrease the amount of the deposit based on your current estimated monthly charges and payment history. However, a deposit is not a prepayment of charges. WiarCom has the right to apply all or part of the deposit toward any amount due and owing from you. Upon request from WiarCom, you must pay the amount necessary to maintain your deposit at the limit established by WiarCom. If WiarCom determines that a deposit is no longer necessary, or if this Agreement is terminated, WiarCom will apply the deposit first to any charges due and owing by you and then refund any remaining amount to you. No service shall be initiated until WiarCom receives such deposit.
4. **SOFTWARE UPDATES.** The Service involves software that may require modification or changes from time to time. WiarCom shall use reasonable efforts to notify you at the e-mail address you have provided of any such changes. As a result it is imperative that you notify WiarCom of any change of e-mail address. Any modifications or updates may also be requested at www.wiarcom.com.
5. **CUSTOMER RESPONSIBILITIES.** You are responsible for the installation and maintenance of the Hardware and Software and to ensure that they are in working order. You are required to register fully with WiarCom before you begin using the Service. You agree not to use the Service for any fraudulent, unlawful, or abusive purpose, or in any way that interferes with the provision of services to other WiarCom customers. You promise not to do anything that causes, or that reasonably could be determined to cause, damage to the business operations, services, reputation, employees, facilities, or service providers of WiarCom. If you do any of these things, you agree you are solely responsible for any third party claims, charges, or causes of action arising or threatened from your use of the Service, plus any expenses, resulting in whole or in part from that use or your actions. Certain information you receive through the Service belongs to WiarCom or to third parties who provide it through WiarCom. The Service may be subject to one or more copyrights, trademarks, service marks, patents, or other legal protections. You promise not to use any content you receive through WiarCom except as expressly authorized by WiarCom. You may not resell, lease or transfer the Service. You shall not resell any of the WiarCom software or firmware. You shall not copy, store, reproduce, distribute, modify, display, publish, perform, transmit, broadcast, or create derivative works from any of WiarCom software or firmware. The Equipment shall not be used in any manner which violates any applicable export control or economic sanction law or regulation of the U.S. or any other country.
6. **BILLING DISPUTES.** If you object to any fees or charges for services billed by or through WiarCom, you must provide written notice thereof within 60 days after the fee or charge is incurred, which notice must clearly state that it relates to a dispute of fees or charges and provide detail of any and all objections you have. **If you fail to object within the required 60-day period, any objection shall be deemed to have been waived.** You agree to continue paying invoices in full while awaiting resolution of any billing dispute. If you fail to continue making such payments in full, WiarCom will have the right to terminate or suspend your Service.
7. **TAXES, FEES AND SURCHARGES.** You promise to pay all taxes, fees, and surcharges set by the government and charged to you by WiarCom. WiarCom may charge additional fees related to our costs (or the costs of our third-party service providers) to comply with government regulations. Depending on your Service, these additional charges may include items such as Federal Universal Service Charges and other charges related to governmental costs. WiarCom or its third-party service providers may also set these charges.
8. **SERVICE USE BY OTHERS.** YOU ARE SOLELY RESPONSIBLE FOR ANY USE OF THE SERVICE. Neither WiarCom nor any third-party service provider has any obligation to inquire about the authority of anyone using your login or password.
9. **MISUSE OF SERVICE.** WiarCom may suspend or, in its sole and unfettered discretion, terminate any or all Service without prior notice to you for any good cause. WiarCom may terminate Service if you breach any part of this Agreement, fail to pay amounts that are due to WiarCom or one of its service providers, interfere with WiarCom's efforts to provide service, interfere with WiarCom's business, or if the Service is used for illegal or improper purposes. You do not have any right to have the Service reactivated, even if you cure any of these problems. Whether to provide you service again will be within the sole discretion of WiarCom. WiarCom may also suspend the Service for network or system maintenance or improvement, network congestion, or if WiarCom suspects that the Service is being used for any purpose that would allow us to terminate it.
10. **SERVICE TRANSFER.** The Service may not be transferred to another person without the express written consent of WiarCom.
11. **TERMINATION BY WIARCOM.** WiarCom may suspend or terminate any or all Service on the earlier of (a) expiration or failure of your credit card or other method of payment, (b) your failure to pay the full outstanding balance of your bill, (c) any material breach of these General Terms and Conditions of Service (including any product-specific Addendum) by you, or (d) elimination of the Service. In addition, WiarCom reserves the right to terminate or suspend the Service immediately in the event you misuse the Service.
12. **WARRANTY LIMITATION.** WIARCOM MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED AS TO THE ACCURACY, COMPLETENESS OR RELIABILITY OF ANY SERVICE. FURTHER, NEITHER WIARCOM, NOR ANY OF ITS SUPPLIERS, WIRELESS SERVICE OR OTHER SERVICE PROVIDERS, LICENSORS (INCLUDING THE QUEEN IN RIGHT OF CANADA WITH RESPECT TO WIRELESS SERVICES IN CANADA), GPS TRACKING EQUIPMENT MANUFACTURERS, DISTRIBUTORS, OR DEALERS MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, ABOUT THE SERVICE OR ABOUT ANY DATA OR INFORMATION OR SERVICES PROVIDED THROUGH IT. WIARCOM MAKES NO WARRANTIES OF QUALITY, ACCURACY, TIMELINESS, COMPLETENESS, AVAILABILITY, SUITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED BY THIS AGREEMENT.
13. **LIMITATIONS OF LIABILITY.** UNLESS FORBIDDEN BY LAW IN A PARTICULAR INSTANCE, WIARCOM AND YOU EACH AGREE AS FOLLOWS:
 - a. WIARCOM SHALL NOT BE LIABLE TO YOU FOR (1) ANY INJURIES TO PERSONS OR PROPERTY ARISING OUT OF OR RELATING TO YOUR USE OF THE SERVICE, OR (2) ANY DAMAGES ARISING OUT OF OR RELATING TO THE INSTALLATION, REPAIR, OR MAINTENANCE OF THE EQUIPMENT.

**WIARCOM, INC. GENERAL
TERMS AND CONDITIONS OF SERVICE**

- b. WIARCOM MAXIMUM LIABILITY TO YOU UNDER ANY THEORY (INCLUDING BUT NOT LIMITED TO FRAUD, MISREPRESENTATION, BREACH OF CONTRACT, PERSONAL INJURY, OR PRODUCT LIABILITY) IS LIMITED TO AN AMOUNT EQUAL TO THE PORTION OF THE CHARGES TO YOU FOR THE APPLICABLE SERVICES RELATING TO THE PERIOD DURING WHICH ANY FAILURE, DISRUPTION OR DEGRADATION IN SERVICES OCCUR.
- c. NEITHER PARTY MAY RECOVER (1) PUNITIVE DAMAGES, (2) TREBLE, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES, OR (3) ATTORNEY'S FEES. YOU AND WE AGREE NOT TO MAKE, AND TO WAIVE TO THE FULLEST EXTENT ALLOWED BY LAW, ANY CLAIM FOR DAMAGES OTHER THAN DIRECT, COMPENSATORY DAMAGES AS LIMITED IN THIS AGREEMENT.
- d. NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, YOU AGREE TO EXCUSE ANY NON-PERFORMANCE BY WIARCOM OR ANY WIRELESS OR OTHER THIRD-PARTY SERVICE PROVIDER CAUSED IN WHOLE OR IN PART BY AN ACT OR OMISSION OF A THIRD PARTY, OR BY ANY EQUIPMENT FAILURE, ACT OF GOD, NATURAL DISASTER, STRIKE, EQUIPMENT OR FACILITY SHORTAGE, OR OTHER CAUSES BEYOND THE CONTROL OF US OR OUR SERVICE PROVIDERS.
- e. PROPORTIONATE REFUNDS MAY BE MADE FOR SERVICE INTERRUPTIONS ONLY OF MORE THAN FORTY EIGHT HOURS AND ONLY IF SUCH INTERRUPTION IS WITHIN THE SOLE CONTROL OF WIARCOM. NO REFUND SHALL BE MADE FOR SERVICE INTERRUPTIONS RESULTING FROM IMPROPER INSTALLATION OR MAINTENANCE OF EQUIPMENT.
- f. YOU AGREE TO ANY LIMITATIONS IMPOSED BY ANY WIRELESS OR OTHER THIRD-PARTY SERVICE PROVIDER IN THE EVENT OF ROAMING ISSUES.
- g. ALL SERVICE (INCLUDING ALL DATA AND INFORMATION PROVIDED THEREUNDER) IS PROVIDED TO YOU ON AN "AS IS" BASIS. YOU AGREE THAT NEITHER WIARCOM, NOR ANY OF ITS SUPPLIERS, WIRELESS OR OTHER THIRD-PARTY SERVICE PROVIDERS, LICENSORS (INCLUDING THE QUEEN IN RIGHT OF CANADA WITH RESPECT TO WIRELESS SERVICE IN CANADA), GPS TRACKING EQUIPMENT MANUFACTURERS, DISTRIBUTORS, OR DEALERS WHO SEND YOU DATA OR INFORMATION THROUGH THE SERVICE IS LIABLE FOR ANY ERRORS, DEFECTS, PROBLEMS, OR MISTAKES IN THAT DATA OR INFORMATION. THIS MEANS YOU CANNOT RECOVER ANY DAMAGES OF ANY KIND, INCLUDING CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES FOR ANY SUCH ERRORS, DEFECTS, PROBLEMS, OR MISTAKES.
- h. YOU HAVE NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH ANY OF WIARCOM'S WIRELESS OR OTHER THIRD-PARTY SERVICE PROVIDERS AND YOU ARE NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN WIARCOM AND ANY OF ITS WIRELESS OR OTHER THIRD-PARTY SERVICE PROVIDERS. NONE OF OUR WIRELESS OR OTHER THIRD-PARTY SERVICE PROVIDERS HAS ANY LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO YOU. YOU WAIVE ANY AND ALL CLAIMS OR DEMANDS FOR SUCH LIABILITY AS A RESULT OF THE PROVISION OF THE SERVICE.

THE LIMITATIONS IN LIABILITY SET OUT ABOVE SHALL SURVIVE THIS AGREEMENT AND SHALL BE BINDING UPON YOUR HEIRS, CUSTOMERS, SUCCESSORS AND ASSIGNS. **NOTE: SOME STATES DO NOT ALLOW AN EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES OR CERTAIN OTHER DAMAGES, SO SOME OF THE LIMITATIONS ABOVE MAY NOT APPLY IN SOME SITUATIONS.**

- 14. **INDEMNIFICATION.** YOU AGREE THAT YOU SHALL BE RESPONSIBLE AND INDEMNIFY WIARCOM FOR ANY AMOUNT ANY PARTY CLAIMS AGAINST WIARCOM, ITS SUPPLIERS, LICENSORS, EQUIPMENT AND PARTS MANUFACTURERS, DISTRIBUTORS, OR DEALERS (OR THEIR OFFICERS, EMPLOYEES, AFFILIATES AND AGENTS) (COLLECTIVELY "INDEMNIFIED PARTIES") PLUS ANY EXPENSES, RESULTING FROM ANY CLAIM, DEMAND OR ACTION, REGARDLESS OF THE NATURE THEREOF, ALLEGING LOSS, COSTS, EXPENSES, DAMAGES, OR INJURIES (INCLUDING INJURIES RESULTING IN DEATH) ARISING OUT OF OR IN CONNECTION WITH (1) THE ACTIVITIES CONTEMPLATED BY THIS AGREEMENT, WHETHER BROUGHT BY YOU, YOUR EMPLOYEES, OR THIRD PARTIES, EVEN IF DUE TO THE SOLE NEGLIGENCE OF THE INDEMNIFIED PARTIES; (2) THE USE OR POSSESSION OF DATA OR INFORMATION PROVIDED IN CONNECTION WITH ANY SERVICE; (3) CLAIMS FOR LIBEL, SLANDER, INVASION OF PRIVACY, OR ANY PROPERTY DAMAGE, PERSONAL INJURY OR DEATH, ARISING OUT OF OR RELATED IN ANY WAY DIRECTLY OR INDIRECTLY TO THIS AGREEMENT OR ANY SERVICE; OR (4) THE USE, FAILURE TO USE, OR INABILITY TO USE ANY SERVICE, EXCEPT WHERE THE CLAIMS RESULT FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNIFIED PARTIES. IN THE EVENT YOU HAVE PROVIDED WIARCOM WITH CREDIT CARD DATA, THE TERMS AND CONDITIONS SET OUT IN THIS SECTION 14 EXTENDS TO CLAIMS, EXPENSES, LIABILITIES, OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH USE OR OWNERSHIP OF THE CREDIT OR DEBIT CARD ACCOUNT OR OTHER SIMILAR PAYMENT ACCOUNT, OR FROM THE ISSUER'S REFUSAL TO PAY AMOUNTS CHARGED TO SUCH ACCOUNT.
- 15. **DISPUTE RESOLUTION. WIARCOM AND YOU AGREE THAT ANY DISPUTES ARISING OUT OF THE SERVICE OR THIS AGREEMENT SHALL, TO THE FULLEST EXTENT PERMITTED BY LAW, BE RESOLVED BY ARBITRATION IN ACCORDANCE WITH THE FOLLOWING PROCEDURE:**
 - a. THE FEDERAL ARBITRATION ACT WILL APPLY. EXCEPT FOR QUALIFYING SMALL CLAIMS COURT CASES, ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE SERVICE, THIS AGREEMENT, OR ANY PRIOR AGREEMENT FOR SERVICE WITH WIARCOM OR ANY OF ITS AFFILIATES, PREDECESSORS IN INTEREST, OR SERVICE PROVIDERS OR ANY PRODUCT OR SERVICE PROVIDED UNDER OR IN CONNECTION WITH THIS AGREEMENT OR SUCH PRIOR AGREEMENT, OR ANY ADVERTISING FOR SUCH PRODUCTS OR SERVICES, WILL BE SETTLED BY ONE OR MORE NEUTRAL ARBITRATORS BEFORE THE AMERICAN ARBITRATION ASSOCIATION ("AAA") OR BETTER BUSINESS BUREAU ("BBB").
 - b. FOR CLAIMS OVER \$10,000, THE RELEVANT INDUSTRY RULES OF THE AAA WILL APPLY. IN LARGE/COMPLEX CASES UNDER THESE RULES, THE ARBITRATORS MUST APPLY THE FEDERAL RULES OF EVIDENCE AND THE LOSER MAY HAVE THE AWARD REVIEWED BY A PANEL OF 3 NEW ARBITRATORS. FOR CLAIMS OF \$10,000 OR LESS, WHOEVER STARTS THE ARBITRATION CAN CHOOSE EITHER THE AAA'S SUPPLEMENTARY PROCEDURES FOR CONSUMER-RELATED DISPUTES, AN INDIVIDUAL ACTION IN SMALL CLAIMS COURT, OR THE BBB'S RULES FOR BINDING ARBITRATION. EACH OF US MAY HAVE TO EXCHANGE RELEVANT EVIDENCE IN ADVANCE.
 - c. ANY ARBITRATION AWARD MADE AFTER COMPLETION OF AN ARBITRATION PROCEEDING IS FINAL AND BINDING AND MAY BE CONFIRMED IN ANY COURT OF COMPETENT JURISDICTION. AN AWARD AND ANY JUDGMENT CONFIRMING IT ONLY APPLIES TO THE ARBITRATION IN WHICH IT WAS AWARDED AND CAN'T BE USED IN ANY OTHER CASE EXCEPT TO ENFORCE THE AWARD ITSELF.
 - d. **IN THE EVENT THESE ARBITRATION REQUIREMENTS DO NOT APPLY TO THE RESOLUTION OF A DISPUTE, OR A CLAIM PROCEEDS IN SMALL CLAIMS COURT, YOU WAIVE ANY TRIAL BY JURY.**
- 16. **APPLICABLE LAW AND VENUE.** To the fullest extent permitted by law, and except as explicitly provided otherwise, this Agreement, the Service and any disputes arising out of or relating to them, will be governed by the laws of the state of Texas without regard to its conflict of law principles, and by any applicable tariffs, wherever filed. Any dispute arising under this Agreement shall be resolved in the Texas state courts within the county of Fort Bend, and you expressly consent to jurisdiction there; provided, however, that WiarCom shall have the sole option of bringing suit or transferring suit to the United States District Court for the Southern District of Texas, Houston Division, and you consent to jurisdiction there.
- 17. **NOTICES.** Any written notice from you required by this Agreement will be considered given when actually received by WiarCom at its address at P.O. Box 168, Sugar Land, Texas 77487. Any written notice from WiarCom required by this Agreement will be considered given 5 days after we mail it to you at the billing address WiarCom has on file for you, or upon receipt if given by email. ALL NOTIFICATIONS TO CUSTOMERS WILL BE GIVEN VIA

**WIARCOM, INC. GENERAL
TERMS AND CONDITIONS OF SERVICE**

EMAIL. Any oral notices must be followed by written confirmation to be effective. You agree that e-mail notifications given to you by WiarCom shall be admissible in any proceeding hereunder.

18. **HEADINGS.** The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
19. **THIRD PARTY BENEFICIARIES.** All wireless and other third-party service providers, affiliates, suppliers, distributors and authorized dealers are intended beneficiaries of this Agreement. You agree that the Agreement shall bind you, your employees, passengers, guests, invitees or drivers of your vehicles, and others managing or responsible for your assets, each of whom you agree shall be made aware of WiarCom's rights and subject to the limitations of this Agreement.
20. **NO FIDUCIARY RELATIONSHIP.** This Agreement does not create any fiduciary relationship between you and WiarCom, or between you and any of the wireless and other third-party service providers, Equipment suppliers, affiliates, suppliers, distributors and authorized dealers. This Agreement does not create any relationship of principal and agent, partnership, or employer and employee.
21. **ASSIGNABILITY.** This Agreement may be assigned, pledged or hypothecated, in whole or in part, by WiarCom to any affiliate or third party. You may not assign this Agreement or the rights or obligations hereunder, either voluntarily or involuntarily, whether by merger, consolidation, operation of law, or otherwise, without the express written consent of WiarCom, which consent may be withheld for any reason in the sole discretion of WiarCom.
22. **ENTIRE AGREEMENT.** The General Terms and Conditions of Service, the applicable Addendum, the Rate Plan, and any other documents incorporated herein and therein constitute the entire agreement between you and WiarCom. They supersede any and all other agreements or representations, oral or written, past or present, with respect to the subject matter hereof. If any part of this Agreement is considered invalid by a court or arbitrator, that part not found invalid shall survive and remain enforceable. Even after this Agreement has ended, its provisions will govern any disputes arising out of or relating to it (unless it's been replaced by a new agreement between us). This agreement shall be binding on your heirs and successors and on WiarCom successors or assigns. No waiver of any part of this Agreement, or of any breach of it, in any one instance will require a waiver of any other instance or breach.

**WIARCOM, INC. WIRELESS GPS SERVICE
ADDENDUM TO GENERAL TERMS AND
CONDITIONS OF SERVICE**

1. **APPLICABILITY.** The terms of this Addendum shall apply to WiarCom's provision of wireless GPS tracking services (the "Service") and shall be in addition to the terms set forth in the General Terms and Conditions of Service and the Rate Plan. The terms of this Addendum shall govern in the event of a conflict with the General Terms and Conditions of Service, but the terms of the Rate Plan shall govern in the event of a conflict between this Addendum and the Rate Plan.
2. **INITIATION AND CHANGES OF SERVICE.** Service shall be activated within 5 business days after WiarCom is notified that Hardware has been shipped to you. WiarCom shall notify you via e-mail of the activation of the Service. This Agreement may be amended or modified as required by law or any governmental authority having jurisdiction, or as otherwise determined appropriate by WiarCom in its sole discretion, and you agree to be bound by any such modification or amendment. The current version of the General Terms and Conditions of Service and Addendum are available at www.wiarcom.com.
3. **CUSTOMER INITIATED SERVICE CHANGES.** WiarCom can only accept requests from you (or from someone we believe is your authorized agent) to activate, cancel, change, reactivate or renew your Service.
4. **WIARCOM INITIATED SERVICE CHANGES.** WiarCom may change your Service at any time. This includes changing any or all of this Agreement, including without limitation, the prices and services provided. **IF WE INCREASE THE PRICE OF THE SERVICE BEYOND THE LIMITS SET FORTH IN YOUR RATE PLAN YOU MAY TERMINATE THIS AGREEMENT WITHOUT PAYING AN EARLY TERMINATION FEE OR RETURNING OR PAYING FOR ANY PROMOTIONAL ITEMS, PROVIDED YOU OBJECT TO SUCH PRICE CHANGES. FAILURE TO OBJECT WITHIN 30 DAYS AFTER WIARCOM GIVES YOU NOTICE OF A CHANGE SHALL CONSTITUTE YOUR AGREEMENT TO THE CHANGE. NOTIFICATION WILL BE VIA E-MAIL. IT IS CUSTOMER'S RESPONSIBILITY TO KEEP WIARCOM INFORMED OF ANY CHANGES IN CUSTOMER'S E-MAIL ADDRESS.** The current General Terms and Conditions of Service and Addendum are available at www.wiarcom.com.
5. **SERVICE TRANSFER.** You may not transfer the wireless phone number(s) issued by WiarCom to another person or entity. You do not have any rights to any wireless phone number issued to you as part of the Service. Upon termination of the Service, all right and interest in and to the wireless phone number(s) shall remain with WiarCom.
6. **RECONNECTION FEE AND FORM OF PAYMENT.** WiarCom may permit the reconnection of Service previously suspended (but not terminated) for any reason, and may require a reconnection fee of \$39.99 per unit for any unit that was previously disconnected. WiarCom may also require a specific form of on-going payment (i.e., check, money order, etc.) as a condition to any reconnection of Service. The decision to reconnect a previously suspended Service, or to charge a reconnection fee or require a specific form of payment, shall be in WiarCom's sole and absolute discretion.
7. **TERM.** The initial term of your Service ("Initial Term") is specified in your chosen Rate Plan. Unless otherwise terminated in accordance with the terms hereof, and subject to the final sentence of this Section 7, the Service will automatically renew for successive twelve (12) month periods (each such renewal, a "Renewal Period") at the then prevailing WiarCom prices.
8. **TERMINATION BY YOU.** You may elect to terminate the Service effective at the end of the Initial Term or any Renewal Period (as such may have been extended pursuant to Section 7 above), by giving written notice to WiarCom no greater than 90 days and no less than 60 days prior to the end of such Initial Term or Renewal Period, as applicable, at the address set forth in your Rate Plan. You agree and acknowledge that any termination of the Service not made in accordance with Section 4 or the first sentence of this Section 8, including a termination by WiarCom pursuant to Section 11 of the General Terms and Conditions of Service or by you pursuant to Section 11 below, will be deemed an "Early Termination" and will damage WiarCom in an amount that is difficult to determine, but that a reasonable estimate of the damages to WiarCom shall be (a) \$250 per contracted unit in the event such Early Termination occurs during the Initial Term (including any extension thereof pursuant to Section 7 above), or (b) \$150 per contracted unit in the event such Early Termination occurs during any Renewal Period. If your Rate Plan includes items other than the wireless service, you agree that upon any Early Termination you also will pay WiarCom an amount equal to the total retail value of the items divided by the initial contract term multiplied by the number of months remaining of the initial term (e.g. item's price \$360, contract term 36 months, 8 months remaining on initial contract calculates to $(\$360 / 36) * 8 = \80.00). You agree to pay WiarCom the amounts set forth in this Section 8 in addition to, and not in lieu of, all other charges for services due and owing hereunder.
9. **PRIVACY ISSUES.** WiarCom shall collect information about you, base units and your vehicle(s) several different ways: from the data you provide to us when you register for the Service; from WiarCom web pages you visit or your calls to WiarCom; from WiarCom's wireless service providers; and from the Equipment when the Service is active. THE INFORMATION OBTAINED BY WIARCOM INCLUDES THINGS SUCH AS DATA ABOUT ITS OPERATION, ABOUT YOUR USE OF THE SERVICE, AND ABOUT THE LOCATION OF YOUR EQUIPMENT. You agree that WiarCom may, subject to applicable law, use any of this information to: (a) share with roadside assistance providers, emergency service providers, police, security firms, fire department, ambulance and emergency health care providers or others, as needed or required by law; (b) check or maintain your Equipment, (c) comply with applicable law or regulation, valid orders of courts or regulatory bodies, and exigent circumstances; (d) help you or managers of vehicle fleets to maintain the vehicle(s) in which the Equipment is installed; (e) evaluate and improve our Service; (f) enforce this Agreement with you or others; (g) prevent fraud or misuse of the Service; (h) protect the rights, property, or safety of you or others; (i) offer you new or additional products or services; or (j) perform market research. You also agree that WiarCom may, subject to applicable law, share your contact information, information about Service and the identification numbers of installed Equipment with WiarCom's equipment providers and WiarCom's wireless service providers for purposes of offering you products and services. WiarCom provides the Service through wireless networks that may allow your communications to be intercepted by others. You agree to hold WiarCom harmless from any and all damages, loss or misuse arising out of or as a consequence of any such interception. Your Equipment may become part of a wireless network that provides services to other WiarCom customers.
10. **SERVICE LIMITATIONS.** The Service works using cellular or other wireless networks in the continental United States, Alaska, Hawaii, and Canada, as well as the Equipment's use of the Global Positioning System ("GPS") satellite network. THE SERVICE MAY NOT BE AVAILABLE EVERYWHERE, PARTICULARLY IN REMOTE AREAS, OR AT ALL TIMES. The Service works only in those areas in which WiarCom has an agreement with a wireless service provider (the "Third-Party Network"). As such, the Service is dependent on the wireless service provider's network capacity, coverage and reception. In addition, the Service cannot function unless the GPS signals are unobstructed. Details of the limitations on GPS satellite signal are more fully described at www.wiarcom.com. The Service requires the proper installation and maintenance of the Equipment. The Service may be interrupted or prevented from functioning as a result of damage to the Equipment, your vehicle, local conditions such as hills, tall buildings, tunnels, weather as well as the electrical system design and architecture of your vehicle, or wireless phone network congestion. WiarCom does not guaranty that unauthorized interception of any data and/or traffic transmitted through the Service cannot or will not occur.

**WIARCOM, INC. WIRELESS GPS SERVICE
ADDENDUM TO GENERAL TERMS AND
CONDITIONS OF SERVICE**

11. **HARDWARE LIMITED GUARANTY.** If any Hardware becomes inoperable or obsolete because of changes to the Third-Party Network, WiarCom may require either (a) that you ship the Hardware, at your cost and expense, to WiarCom for repair or upgrade so that it again is compatible with, and operable under, the Third-Party Network (a "Hardware Upgrade") or, (b) in the event WiarCom determines in its sole and absolute discretion that a Hardware Upgrade is impracticable, that you enter into a new Rate Plan having a minimum term of three (3) years from the date thereof that includes Hardware compatible with the Third-Party Network. Failure on your part to comply with WiarCom's requirements in accordance with the foregoing shall constitute an Early Termination under Section 8 above. Upon execution of a new Rate Plan in accordance with the foregoing, this Agreement will terminate and have no force and effect. Other than the cost of replacement parts and shipping to you, WiarCom shall have no liability or obligation to you for any direct or indirect costs, expenses, or damages of any kind that are or may be incurred by you in connection with any item reference in this Section 11, including, without limitation, any and all costs associated with removing Equipment from vehicles, shipping costs to WiarCom, costs for reinstalling Equipment, lost profits, loss of business information, business interruption, and the like.

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Kim Thompson Coordinator of Office Operations	Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	Kim.Thompson@tips-usa.com			Contact
Phone	(903) 575-2608	Contact	Kim Thompson, TIPS Office Manager	Department Building
Fax	(866) 929-4402			
Bid Number	1032416	Department Building		Floor/Room
Title	Safety Equipment and Supplies			Telephone
Bid Type	RFP			Fax
Issue Date	01/01/2016	Floor/Room		Email
Close Date	2/12/2016 3:00:00 PM CT	Telephone	+1 (866) 839-8477	
Need by Date		Fax	+1 (866) 839-8472	
		Email	bids@tips-usa.com	

Supplier Information

Company Advanced Tracking Technologies, Inc.
 Address P O Box 168
 Sugarland, TX 77487

Contact
 Department
 Building
 Floor/Room
 Telephone 1 (800) 279-0035 6088
 Fax 1
 Email
 Submitted 2/12/2016 11:02:41 AM CT
 Total \$0.00

By submitting your response, you certify that you are authorized to represent and bind your company.

Signature Paul M. Glass

Email pmg@advantrack.com

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	No
2	Yes - No	Highly Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB? Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	The Vendor can provide services and/or products to all 50 US States?	Yes
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	
5	Company and/or Product Description:	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)	<p>Advanced Tracking Technologies, Inc. (ATTI) is a US based GPS device manufacturer and software development firm. We believe effective fleet management comes from gaining real insight into your mobile workforce operations, not a simple location update every few minutes. That's why ATTI offers industry leading 10- second location updates, comprehensive and customizable software solutions, and a customer support driven culture. Our solutions offer realtime insight and automated management tools that give companies complete accountability over their mobile workforce, which significantly reduces operating costs, enhances productivity, and improves overall profitability.</p> <p>Advanced Tracking Technologies Inc, (ATTI®) is proposing the use of our Shadow Tracker® Vision real time vehicle-tracking unit in conjunction with the Shadow Tracker Live fleet management software. The Vision III product line provides the ability to monitor location, direction of travel and speed, with a full record available for instant review. Actively managing fleet operations allow for tactical decision-making and instant changes to how employees are being utilized, while increasing driver safety, reducing response time, and providing third party verification on all activity.</p>

6	Primary Contact Name	Primary Contact Name	Alton Gardner
7	Primary Contact Title	Primary Contact Title	Senior Account Executive
8	Primary Contact Email	Primary Contact Email	agardner@advantrack.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	8002790035
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	7133536049
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	
12	Secondary Contact Name	Secondary Contact Name	Ben VanAvery
13	Secondary Contact Title	Secondary Contact Title	Sales Manager
14	Secondary Contact Email	Secondary Contact Email	bvanavery@advantrack.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	8002790035
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	7133536049
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Larry Shepperd
19	Admin Fee Contact Email	Admin Fee Contact Email	lshepperd@advantrack.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	8002790035
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Alton Gardner
22	Purchase Order Contact Email	Purchase Order Contact Email	agardner@advantrack.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	8002790035
24	Company Website	Company Website (Format - www.company.com)	www.advantrack.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	760559297
26	Primary Address	Primary Address	6001 Savoy Drive Suite 301-307
27	Primary Address City	Primary Address City	Houston
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	Texas
29	Primary Address Zip	Primary Address Zip	77036

30 Search Words:

Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)

"fleet tracking"
"fleet"
"live gps"
gps fleet solutions"
"gps tracking"
"GPS Tracking"
"gps vehicle tracking"
"gsm gps tracking"
"live gps tracking device"
"Live GPS"
"Real Time Truck Tracking"
"shadow tracker"
"truck tracking software"
"truck tracking"
"vehicle tracking"
[gps tracking]
[GPS Tracking]
[gps vehicle tracking]
[shadow tracker]
[truck tracking]
[vehicle tracking]
auto tracking device
automobile tracking
avl tracking
car tracking device
car tracking devices
commercial vehicle tracking
fleet gps
fleet tracking
gps car tracker
gps monitoring
gps track
GPS Tracking
gps tracking device
gps tracking devices for cars
gps tracking for cars
gps tracking system
gps tracking vehicles
gps truck tracking
gps vehicle location
gps vehicle locator
gps vehicle monitoring
gps vehicle track
GPS Vehicle Tracking
gps vehicle tracking
gps vehicle tracking system
internet vehicle tracking
Real Time GPS
Real Time GPS Tracking
Real Time Vehicle Tracking
real time vehicle tracking
School Bus Tracking
Shadow Tracker
small fleet gps
track vehicle
tracking device
tracking trucks
tracking vehicles
truck tracking software
truck tracking system
vehicle tracker
vehicle tracking
vehicle tracking equipment
Vehicle Tracking Software
vehicle tracking system
wireless gps tracking

31	Yes - No	Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds on contracts exceeding \$100,000? (Non-Construction) (If YES, vendor should download the Federal Regulations for Contracts document from the Attachments section, fill out the form and submit the document in the "Response Attachments" FEDERAL FUNDS section.) (Vendor must also download the Suspension or Debarment Certificate document from the Attachments section, fill out the form and submit the document in the "Response Attachments" SUSPENSION OR DEBARMENT section.)	No
32	Yes - No	Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?	Yes
33	Company Residence (City)	Vendor's principal place of business is in the city of?	Houston
34	Company Residence (State)	Vendor's principal place of business is in the state of?	Texas
35	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37)	(No Response Required)
36	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	No
37	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony? If answer is YES, a detailed explanation of the name(s) and conviction(s) must be uploaded to the "Response Attachments" FELONY CONVICTION section.	No
38	Pricing Information:	Pricing information section. (Questions 39 - 42)	(No Response Required)
39	Yes - No	In addition to the typical unit pricing furnished herein, the Vendor agrees to furnish all current and future products at prices that are proportionate to Dealer Pricing. If answer is NO, include a statement detailing how pricing for TIPS participants would be calculated in the PRICING document that is uploaded to the "Response Attachments" PRICING section.	Yes
40	Yes - No	Pricing submitted includes the TIPS administration fee?	Yes
41	Yes - No	Vendor agrees to remit to TIPS the required administration fee?	Yes
42	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	Yes
43	Start Time	Average start time after receipt of customer order is ____ working days?	7
44	Years Experience	Company years experience in this category?	21
45	Resellers:	Does the vendor have resellers that it will name under this contract? (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.	Yes
46	Prices are guaranteed for?	(__ Month(s), __ Year(s), or Term of Contract) (Standard term is "Term of Contract")	Term of Contract

Line Items		
Response Total:		\$0.00

[illegible]

CONTRACT Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in compliance with the terms, specifications and conditions at the prices quoted unless noted in writing. The undersigned further certifies that he or she is an authorized agent of the company and has authority to negotiate and contract for the company named below.

Company Name: Advanced Tracking Technologies, Inc.

Mailing Address: P O Box 168

City: Sugar Land

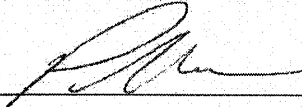
State: Texas

Zip: 77487

Telephone Number: (800) 279-0035

Fax Number: (713) 353-6050


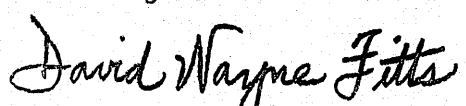
Email Address: sales@advantrack.com

Authorized Signature: 

Printed Name: Paul Glass

Position: President

This contract is for a total TERM of one year with the option of two additional years. Vendors shall honor the participation fee for any sales made based on the TIPS contract. Failure to pay the fee will be grounds for termination of contract and will affect the award of future contracts.

<u></u>	<u>3/24/2016</u>
TIPS Authorized Signature	Date
<u></u>	<u>3/24/2016</u>
Approved by Region VIII ESC	Date

References				
** Must have at least 3 References. References must be School, City, County, University, State Agency or Other Government.				
Organization	City	State	Contact Name	Contact Phone
Warrenton Police Dept.	Warrenton	MO	Greg Houdyshell	(636) 456-3535
City of Springfield	Springfield	MO	John Mellnor	(217) 789-2255
City of Sun Prairie	Sun Prairie	WI	J.R. Brimmer	(608) 837-0712
Jasper Police Dept.	Jasper	AL	Chuck Henderson	(205) 221-8122
City of Wheeling	Wheeling	WV	Rusty Jebbia	(304) 234-3735

Warranty Information

Service/Repair/Support:

Technical support will be offered in a variety of ways the first point of contact should be directed to Alton Gardner to ascertain the best possible course of action to address the needs of TIPS/TAPS End Users.

Technical support can remotely access customer computers if desired and they provide access to technical support.

Online support will be available by emailing technical support at tech@advantrack.com.

This service is available between 8-5 Central Standard Time Monday thru Friday.

Dial up support is available though tech support by calling 713-353-6020 between 8 AM – 5 PM Central Standard Time between Monday- Friday.

Prior to return of hardware item for repair an RMA number will need to be issued.

RMA Process is to complete RMA form available online and fax to 713-353-6045.

Unit will be shipped pre-paid by end user to:

ATTI

Attn: RMA (your RMA number)

6001 Savoy Dr.

Suite 202

Houston, TX 77036

Typical turnaround time is one week from date of receipt during normal business operations.

RMA Service Department is 8 AM – 5 PM Central Time Monday-Friday.

RMA Department 713-353-6091

RMA Fax 713-353-6045

Free Training is available every Tuesday of the month via one-way online Webinar.

Training on an individual basis is available. Onsite Training is available on a fee-based schedule.

At this time ATTI does not support local on-site technical support.

Warranty Documentation

LIMITED WARRANTY

Advanced Tracking Technologies, Inc. (referenced herein as “ATTI”) warrants its Products against defects in workmanship and materials solely to the original purchaser as follows:

1. PRODUCTS. The Products consist of the equipment manufactured by ATTI including:

- COVERED PRODUCTS (ONE YEAR WARRANTY ITEMS)

- _ GPS Tracking units, Wireless Base units, AC power adapters, Radio antenna, GPS antenna

- PERIPHERALS (90 DAY WARRANTY ITEMS)

- _ Software media, Serial Cables, USB cables, Cigarette adapters, Direct Connect harness, Antenna Mounting hardware, Other Miscellaneous Cables and Accessories

2. LIMITED WARRANTY. For a period of one (1) year from the date of purchase, ATTI will, at its sole option, without charge for parts or labor, repair or replace the defective Products (with new or rebuilt replacements). After this one (1) year period, you

must pay all parts, shipping and labor charges. For a period of ninety (90) days from the date of purchase, ATTI will, at its sole option, without charge for parts or labor, repair or replace the defective Peripherals (with new or rebuilt replacements). After this ninety (90) day period, you must pay all parts, shipping and labor charges.

3. RETURN OF MERCHANDISE AUTHORIZATION. The procedure for and terms and conditions of returning merchandise are set out in the RMA TERMS AND CONDITIONS.

4. REPAIRS. For a period equal to the remainder of the original limited warranty period on the original Product, or for 90 days after the date of repair/replacement, whichever is longer, ATTI will repair or replace defective parts, accessories and/or Products used in the repair or replacement of Products under this Limited Warranty with new or rebuilt replacements.

5. WARRANTY SERVICE. To obtain warranty service, you, at your sole cost, must return the defective Product to ATTI's Customer Service Department. This warranty is invalid if the factory-applied serial number has been altered or removed from the Product. This warranty is valid only in the United States.

6. PROOF OF PURCHASE. Proof of purchase in the form of a bill of sale or receipted invoice, which is evidence that the Product is within the Limited Warranty period, must be presented to obtain warranty service.

7. EXCLUSIONS. This warranty does not cover customer education, instruction, installation, set up adjustments or signal reception problems. This warranty does not cover cost of removal or reinstallation, cosmetic damage or damage due to acts of God, accident, misuse, abuse, negligence, or modification of, or to any part of the Product, including the antenna. This warranty does not cover lost profits, lost sales, loss of use of the Product, other consequential loss, damage due to improper operation or maintenance, installation, connection to improper voltage supply or attempted repair by anyone other than ATTI to service the Product. This warranty does not cover any consumables (such as fuses). This warranty does not apply when the malfunction results from the use of the Product in conjunction with accessories, products or ancillary or peripheral equipment not supplied or manufactured by ATTI, and where it is determined by ATTI that there is no fault with the Product itself.

8. EXCLUSIVE REMEDY. REPAIR OR REPLACEMENT AS PROVIDED UNDER THIS WARRANTY IS THE EXCLUSIVE REMEDY OF THE CONSUMER. ATTI SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY ON THIS PRODUCT. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ANY IMPLIED

WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ON THIS PRODUCT IS LIMITED IN DURATION TO THE DURATION OF THIS WARRANTY.

Some states do not allow the exclusion or limitation of incidental or consequential damages, or allow limitations on how long an implied warranty lasts, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may have other rights, which vary from state to state.

Rev:10/2012

Legal Notices – Limited Warranty

Advanced Tracking Technologies, Inc.

LIMITED GENERAL WARRANTY

Advanced Tracking Technologies, Inc. (referenced herein as “ATTI”) warrants its Products against defects in workmanship and materials solely to the original purchaser as follows:

1. **PRODUCTS.** The Products consist of equipment manufactured and/or sold by ATTI including:

- o **COVERED PRODUCTS** (LIFETIME WARRANTY ITEMS)

- o Shadow Tracker® GPS tracking units and Time units, wireless base units, AC power adapters.

- o **PERIPHERALS** (90 DAY WARRANTY ITEMS)

- o Software media, batteries, serial cables, USB cables, cigarette adapters, direct connect harness, antenna mounting hardware, external GSM antenna, GPS antenna, RFID reader cards, other miscellaneous cables and accessories

Notwithstanding the foregoing, the term “Products” does not include any good or product

manufactured or sold by ATTI for which a specific written warranty is provided.

2. LIMITED WARRANTY.

- o **COVERED PRODUCTS.** While under contract ¹ ATTI will, at its sole option, without charge for parts or labor, repair or replace defective Covered Products (with new or rebuilt replacements).

- o **PERIPHERALS.** For a period of ninety (90) days from the date of original shipment or invoice (whichever is earlier), ATTI will, at its sole option, without charge for parts or labor, repair or replace defective Peripherals (with new or rebuilt replacements). After this ninety (90) day period, you must pay all parts, shipping and labor charges.

This limited warranty is not transferable. Only the original purchaser of the Product(s) is

covered by this limited warranty.

3. RETURN OF MERCHANDISE AUTHORIZATION. The procedure for, and terms and conditions of, returning merchandise are set out in the **RMA TERMS AND CONDITIONS.**

¹A valid contract for service must be in place with WiarCom, Inc. and all payments for the applicable

Covered Product(s) and related service under such contract must be up to date.

4. **REPAIRS.** For a period equal to the original limited warranty period on the original Covered Products, or for 90 days after the date of repair/replacement for Peripherals, ATTI will repair or replace defective parts, accessories and/or Products used in the repair or replacement of Products under this Limited Warranty with new or rebuilt replacements.

5. **WARRANTY SERVICE.** To obtain warranty service, you, at your sole cost, must return the defective Product to ATTI's Customer Service Department. This warranty is invalid if the factory-applied serial number has been altered or removed from the Product.

6. **EXCLUSIONS.** This warranty does not cover:

- o any damage, defect, deterioration, or malfunction of a Product or any part thereof, including antennae, resulting from: alteration; modification;

- o improper or unreasonable installation, operation, use, or maintenance;

- o abnormal working conditions; misuse; abuse; accident; neglect; or

- o exposure to moisture, fire, lightning, power surges, or other acts of God;

- o damage due to improper voltage supply or attempted repair by anyone other than ATTI to service the Product

- o cosmetic damage of any kind;

- o lost profits, lost savings, lost revenues, lost sales, loss of use of the

- Product, loss of goodwill, loss of business, loss of or corruption of data, or

- any other consequential or indirect loss;

- o customer education, instruction, installation, set up adjustments or signal reception problems;

- o cost of removal or reinstallation;

- o consumables (such as fuses);

- o any instance of damage or malfunction arising from the use of the Product in conjunction with accessories, products or ancillary or peripheral

- equipment not supplied, manufactured, or recommended in writing by

- ATTI.

Without limiting any other exclusion herein, ATTI does not warrant that any Product or

any part thereof, including the technology included therein, will not become obsolete or

that such items are or will remain compatible with any other product or technology with

which the Product may be used.

7. **EXCLUSIVE REMEDY.** REPAIR OR REPLACEMENT AS PROVIDED UNDER THIS LIMITED WARRANTY, IS THE EXCLUSIVE REMEDY OF THE CONSUMER. ATTI SHALL NOT BE LIABLE FOR ANY INCIDENTAL, EXEMPLARY, AGGRAVATED, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY ON THIS PRODUCT. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ON THIS PRODUCT IS LIMITED IN DURATION TO THE DURATION OF THIS WARRANTY.

Some states do not allow the exclusion or limitation of incidental or consequential damages, or allow limitations on how long an implied warranty lasts, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may have other rights, which vary from state to state.

SCOPE:

Proposed System and Operational Plan Overview

Advanced Tracking Technologies, Inc. will provide GPS vehicle tracking hardware and software, to facilitate the overall efficiency of vehicle fleet operations. The solution being proposed is a combination of the Shadow Tracker® Vision III hardware and the Shadow Tracker® Live Software.

The Shadow Tracker Vision III product is Vehicle Tracking System that utilizes GPS satellite technology for location, and terrestrial based Cellular communication for signal broadcasting. The Vision III system uses a 10 second GPS sample and transmit schedule while vehicles are in motion, and a 1-minute transmission when the vehicle is stationary. All information is transmitted and archived to our servers in a remotely hosted database access through the Shadow Tracker® Live software.

The Shadow Tracker Live Software utilizes a hybrid web-based software/online interface. A local application accesses our servers to access the information from fleet vehicles. This approach splits the computing requirements between the local computer and our servers. Advanced Tracking Technologies, Inc. remotely hosts a client's database making it available to them from anywhere, and maximizing the security level through the required software interface. System architecture allows for custom usernames and password creation with defined system accessibility. The software uses Microsoft Bing® online mapping technology, open source street data and user uploaded shape files for optional mapping interfaces. A unique interactive map that allows you to view Real-time units live onscreen at any time, or review up to 10 different historical routes at the same time. Companies can designate Branch locations, as well as sub groups within the fleet for quickly identifying: Managers, Service Techs, or any title the customer requires. Maps and reporting can quickly be built around these sub categories to help identify only the details required. All reports are easily configured for automatic generation and delivered to specific users.

Vendor Profile

Advanced Tracking Technologies, Incorporated (ATTI®) is a Houston-based GPS tracking device manufacturer and software development firm. ATTI® began product development in 1995 and was incorporated in 1998 making it one of the oldest USA based GPS tracking companies within the industry. The primary goal of ATTI has been assisting companies with mobile fleets reduce operating costs and manage mobile assets more efficiently.

ATTI® manufactures a variety of systems to meet each customer's specific needs. Our Shadow Tracker® Vision III is the premier industry solution for the real time market, transmitting a current location at a 10-second update while in motion. Location data is transmitted or collected 24x7 - regardless of whether it is inside or out of cellular coverage. This allows us to cache a REAL history with a position fix every 30-50 feet. Our system allows you to see precisely where your vehicles are - and where they've been.

Whether in government or the public sector, the bottom line for mobile fleet management is performance and cost; achieving maximum results under budgetary constraints. Utilizing satellite technology developed by the Department of Defense and terrestrial based communication Advanced Tracking Technologies, Inc. has done just that, maximizing fleet performance and efficiency while minimizing costs. ATTI offers a suite of Global Positioning System devices and software for fleet monitoring under the product line **Shadow Tracker®**.

The technical support representatives have direct contact with software development and engineering staff. Regularly scheduled meetings of all technical staff allow proactive problem solutions. Our customers appreciate our technical support staff not merely for their technical expertise, but also for the comfortable way they interact with customers who have limited technical skills.

Advanced Tracking Technologies, Inc. has extensive verifiable experience and expertise in the GPS fleet tracking field. Our products have been featured in Business Fleet Magazine, Government Technology, Car and Audio Magazine, as well as other industry related publications.

GPS Truck and Vehicle Tracking Device

Product Profile

Our newest GPS fleet and vehicle tracking device, the Shadow Tracker® Vision III™, transmits at an unprecedented [10-second real-time update](#), showing you precisely where your vehicles are the exact moment you need to know. When managing a mobile workforce, whether small or large, it is important to monitor driver location and activity 24 hours a day, 7 days a week. Proactive vehicle tracking allows businesses to identify and correct issues, such as inefficient routes and idle engine time. ATTI's [mobile applications](#) and desktop GPS tracking software also makes it easy for you to manage your fleet no matter where you are.

Benefits of Fleet Tracking

GPS Tracking for commercial vehicles helps businesses [save on fuel costs](#), reduce labor rates and improve fleet productivity. ATTI has helped businesses track and manage their fleets for over 17 years. ATTI also offers training sessions and unlimited phone and web support to ensure customers make the most of their GPS tracking device. Whether you are a small catering company that needs to track one van, or a waste management service with dozens of trucks, ATTI can customize a GPS tracking solution for your business and make your fleet [operate more efficiently](#).

Measuring (3" X 7/8" X 2 9/16") the Vision III™ is a compact GPS tracking device with powerful capabilities. Regularly monitoring fleet activity helps your company effectively manage, correct, and improve fleet performance.

GPS Vehicle Tracking Key Features

- 10 Second Real Time Updates
- Internal Backup Battery
- Internal Backup Cellular Antenna
- Built In PTO Monitoring
- Viewable On PC, Tablet, and Mobile

Vision III™



The Vision III unit transmits at an unprecedented 10-second real-time update showing you precisely where your vehicles are the exact moment you need to know; 24 hours a day, 7 days a week. This means you get accurate and detailed information to actively manage your fleet.

The Vision III is the perfect solution for any company wanting to effectively manage, correct, and improve their fleet performance. Controlling fuel, payroll, and fleet maintenance costs are critical to the success of any company. The Vision III system manages your fleet and provides critical business intelligence so you stay efficient.

Benefits



Improve

- Vehicle Utilization
- Employee Accountability
- Route Efficiency
- Time Sheet Verification
- Operations Reports



Reduce

- Time at Unauthorized Locations
- Vehicle Operating Costs
- Downtime of Field Employees
- Unwarranted Overtime



Identify

- Excessive Fuel Costs
- Missed or Late Arrivals
- Unsafe Driving Habits

Features

Standard Features

- ✓ Microsoft® Mapping and Satellite Imagery
- ✓ Over 30 Powerful User Reports and Graphs
- ✓ 10-Second Location Updates
- ✓ Automated Report Scheduling
- ✓ Speed, Idle Time, and Location Alerts
- ✓ Fleet Maintenance Reminders
- ✓ 1 Year Historical Data Storage
- ✓ Over-the-Air Programming Updates
- ✓ User Defined Login Hierarchy
- ✓ Unlimited Fleet Size Scalability
- ✓ Extensive Manufacturer Warranty
- ✓ Up to 1 Year Onboard Storage
- ✓ Technology Replacement Guarantee
- ✓ Internal Backup Battery

Enhanced Features

- ✓ Fuel Card Integration
- ✓ Custom Map Overlays
- ✓ Real-Time Software Integration
- ✓ Posted Speed Limit Data
- ✓ Toll Road Reporting Capability



Features

- Internal Lithium Backup Battery
- Internal Backup Cellular Antenna
- EVM Port
- Manufactured & Supported in the USA
- Simple 3-Wire Install
- Free Technical Support
- Active Patch GPS Antenna
- 3 Year Limited Warranty

Certifications

PTCRB
FCC
IC

Specifications

Length	76.2 mm
Width	83.9 mm
Height	23.2 mm
Weight	0.106 kg
Memory	Up to 1 Year
GPS Antenna Type	Active
GPS Receiver Accuracy	Up to 2.5 m
Ignition On/Off Sensing	Yes
Operational Temperature Range	-20°C to 70°C
Operational Voltage Range	9 to 30 VDC
Cellular Frequency	850, 1900 MHz
GPS Location Update Rate	10-Seconds

System Requirements

Minimum

Operating System	Windows® XP, 7, 8
CPU	2.8 GHz
Memory (RAM)	1 GB
Available Disk Space	150 MB
Display	SVGA Monitor
Inputs	USB 2.0 (Historical Tracking Units Only)
	Mouse with Wheel
Screen resolution	800 x 600 (1024 x 768) recommended



Shadow Tracker®

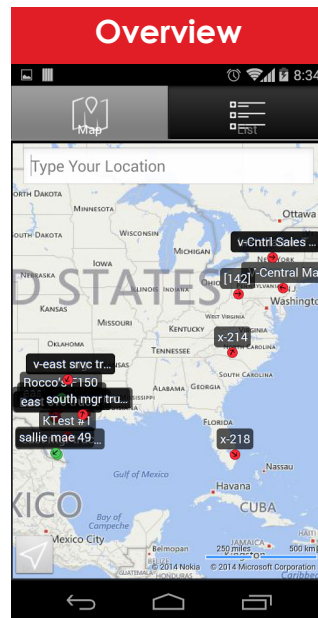
Mobile Apps

Manager Application

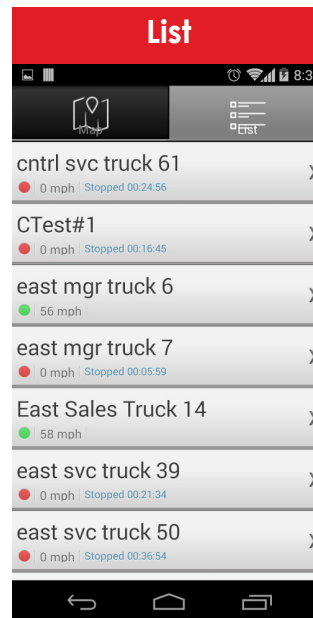


ATTI Shadow Tracker® Mobile

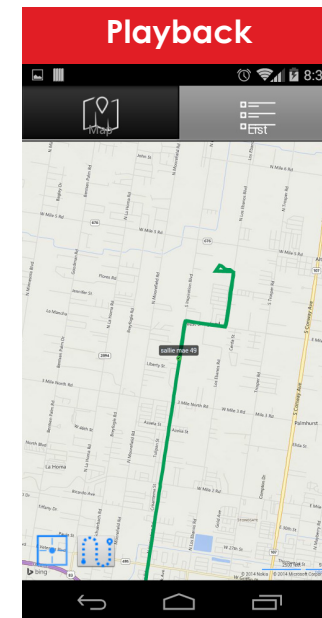
Shadow Tracker® Mobile allows you to stay connected directly to your fleet through your Smartphone or tablet. This mobile application conveniently offers managers instant insight into the location and status of their entire fleet from the palm of their hand! Quickly view or check your mobile fleet's current status including when a vehicle is stopped or moving along with the speed and location. View stop and alert history reports for a daily check of your fleet's progress.



The overview provides managers a view of all vehicles in real time. Zooming allows managers to focus on any particular vehicle.



The list gives managers a quick look at all active and inactive vehicles. Selection of a vehicle will take you to real time map tracking.



Playback allows managers to review routes taken over time. Individual or collective fleet playback is available.



Shadow Tracker®

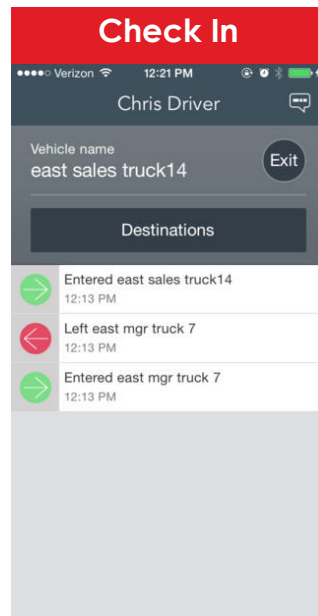
Mobile Apps

Driver Application

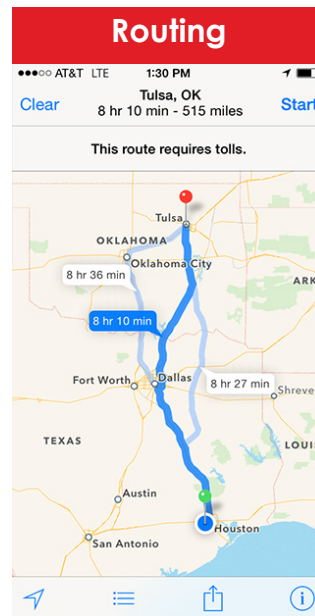


ATTI Driver Console

ATTI Driver Console allows drivers to easily log which vehicles equipped with ATTI's fleet tracking devices they are driving. Using this information, reporting activity by driver becomes a simple click of the mouse when using Shadow Tracker® Live desktop software.



Drivers can check into a number of predetermined fleet vehicles. Separate driver data is available in the reporting features.



Drivers can select from a variety of preset locations. Locations are opened up in maps to view and select desired route.



Drivers and managers have the ability to send correspondence with our messaging feature.



Shadow Tracker®

Vision III Reporting





Shadow Tracker®

Vision III Reporting

Travel Detail

Report Type:Extended

Begin Date:12/17/2014 12:00:00 AM

End Date:12/17/2014 11:59:59 PM

Show All

Hide All

Interval: 30.0(min)

Speed: 60

TRUCK ONE

Start Time	End Time	Duration (hh:mm:ss)	Action	Location Name	Max Speed	Distance
12/17/2014 8:23:42 AM			Begin	Office		
12/17/2014 8:25:42 AM	12/17/2014 8:30:03 AM	00:06:09	Transit		32.43	2.53
12/17/2014 8:32:53 AM	12/17/2014 9:14:12 AM	00:40:22	Stop 1	1275 S Great Southwood Pkwy, Grand Prairie, TX 75050		
12/17/2014 9:14:13 AM	12/17/2014 9:04:48 AM	00:40:33	Transit		61.37	10.96
12/17/2014 9:54:48 AM	12/17/2014 11:07:05 AM	01:12:27	Stop 2	412 W Mayfield Rd, Arlington, TX 76014		
12/17/2014 11:07:12 AM	12/17/2014 11:06:11 AM	00:28:56	Transit		46.37	7.62
12/17/2014 11:36:11 AM	12/17/2014 12:08:03 PM	00:31:54	Stop 3	566 Greenbrook Ln, Grand Prairie, TX 75052		
12/17/2014 12:08:08 PM	12/17/2014 12:22:02 PM	00:23:57	Transit		62.77	10.20
12/17/2014 12:32:02 PM	12/17/2014 1:09:06 PM	00:27:04	Stop 4	2052 California Crossing Rd, Dallas, TX 75220		
12/17/2014 1:09:06 PM	12/17/2014 1:07:45 PM	00:38:36	Transit		66.30	31.64
12/17/2014 1:37:45 PM	12/17/2014 2:17:13 PM	00:39:33	Stop 5	2029 S Great Southwood Pkwy, Grand Prairie, TX 75051		
12/17/2014 2:17:15 PM	12/17/2014 2:37:03 PM	00:19:48	Transit		69.16	14.87
12/17/2014 2:37:03 PM	12/17/2014 3:27:04 PM	00:50:21	Stop 6	2100 Central Ex, Bedford, TX 76021		
12/17/2014 3:27:04 PM	12/17/2014 3:44:03 PM	00:16:39	Transit		48.16	3.02
12/17/2014 3:44:03 PM	12/17/2014 4:16:48 PM	00:32:45	Stop 7	8068 Trinity Blvd, Hurst, TX 76153		
12/17/2014 4:16:48 PM	12/17/2014 5:09:43 PM	01:22:55	Transit		52.92	17.84
12/17/2014 5:09:43 PM			End	Office		

Truck one:	12/17/2014	Daily Annual Statistics					
Stops		In Transit		Distance		Speed	
Number of Stops	7	Number of Transits	9	Distance Traveled	99.38	Max Speed Driven	69.16
Average Stop Time	00:43:29	Avg Transit Time	20:51:11	Avg Mile(s) Per Transit	12.43	Avg Speed Driven	36.00
% Stop Time	84.98%	% Transit Time	49.28%			% Over Speed	20.34%
Total Stop Time	05:04:26	Total Transit Time	34:09:15	Total Arrived Time	09:14:01	Time Over Speed	30:30:01

Travel Detail

This report gives a complete accounting of everything travel related that happened in a given day. It is the full scope of information that makes this report the most widely used by our customers.



Shadow Tracker®

Vision III Reporting

Idle Time Exception

Report Type: Daily
Begin Date: 1/20/2015 12:00:00 AM
End Date: 1/22/2015 11:59:59 PM

Idle Time: 5.0(min)

Show All | Hide All

5015 - S121

Go To Unit: -Select-

Start Time	End Time	Duration (hh:mm:ss)	Location
1/20/2015 2:18:34 PM	1/20/2015 2:23:51 PM	00:05:17	1406 Mannheim Pike, Lancaster, PA 17601
		Total:	00:05:17

5115 - S126

Go To Unit: -Select-

Start Time	End Time	Duration (hh:mm:ss)	Location
1/20/2015 6:05:46 AM	1/20/2015 6:27:05 AM	00:21:19	525 Moore St, Albany, NY 12241
1/20/2015 6:31:35 AM	1/20/2015 6:36:34 AM	00:05:19	210 S Main St, Albany, NY 12241
1/20/2015 8:46:19 AM	1/20/2015 8:52:09 AM	00:05:49	904 E 6th St, Erie, PA 16507
1/20/2015 11:13:58 AM	1/20/2015 11:40:23 AM	00:26:25	588 N Main St, Jamestown, NY 14701
1/20/2015 11:42:02 AM	1/20/2015 11:53:48 AM	00:11:46	425 Pine St, Jamestown, NY 14701
1/21/2015 7:37:38 AM	1/21/2015 8:17:32 AM	00:39:54	35 Greig Terrace, Canandaigua, NY 14424
1/21/2015 8:55:33 AM	1/21/2015 9:05:52 AM	00:10:19	1336 Turk Hill Rd, Fairport, NY 14450
1/21/2015 11:14:22 AM	1/21/2015 11:42:17 AM	00:27:55	Fourth Section Rd, Brockport, NY 14420
		Total:	02:32:06

Idle Time

An idling engine is getting zero mpg and can waste up to a gallon of fuel an hour. This report shows time, location, and length of idling vehicles.



Shadow Tracker®

Vision III Reporting

Distance By State			
Report Type: Daily Begin Date: 12/23/2014 12:00:00 AM End Date: 12/28/2014 11:59:59 PM			
Show All Hide All			
[-] JOHNNY			
Date	State	Distance	Tollway Distance
12/23/2014	Texas	7.92	
12/24/2014	Oklahoma	237.53	60.01
12/24/2014	Texas	328.95	2.52
12/25/2014	Oklahoma	80.95	12.23
12/26/2014	Kansas	53.99	25.18
12/26/2014	Oklahoma	135.15	47.95
12/27/2014	Kansas	24.55	
12/28/2014	Kansas	48.26	25.15
12/28/2014	Oklahoma	324.97	
12/28/2014	Texas	329.50	3.79
		Total: 1,571.77	Total: 176.82
Summary by State (All Units)			
State	Total Distance	Tollway Distance	
Kansas	126.80	50.32	
Oklahoma	778.60	120.19	
Texas	666.38	6.31	

Distance By State

The ability to produce reports on distance by state is useful for IFTA compliance. This report also breaks down toll usage for billing verification.



Shadow Tracker®

Vision III Reporting

Stop Detail

Report Type: Daily
Begin Date: 1/20/2015 12:00:00 AM
End Date: 1/20/2015 11:59:59 PM

Stop Interval: 15.0 (min)

Show All | Hide All

V-EAST REG TRUCK 2

Start Time	End Time	Duration (hh:mm:ss)	Stop	Location
1/20/2015 8:36:17 AM	1/20/2015 9:34:13 AM	00:45:56	Stop 1	1817 E Portage Rd, Western, TX 75596
1/20/2015 9:26:22 AM	1/20/2015 9:43:53 AM	00:17:31	Stop 2	1033 Fairfield Blvd, Western, TX 75596
1/20/2015 9:23:02 AM	1/20/2015 10:13:03 AM	00:50:01	Stop 3	397 E Portage Rd, San Juan, TX 75509
1/20/2015 10:14:23 AM	1/20/2015 11:02:23 AM	01:13:00	Stop 4	435 San Juan Blvd, San Juan, TX 75509
1/20/2015 12:03:50 PM	1/20/2015 12:25:58 PM	00:22:08	Stop 5	Patterson Industrial Sites
1/20/2015 12:26:15 PM	1/20/2015 12:59:28 PM	00:33:13	Stop 6	4832 W Portage Rd, Mullan, TX 75001
1/20/2015 1:01:10 PM	1/20/2015 1:36:07 PM	00:35:41	Stop 7	2304 Viduine Dr, Houston, TX 75072
1/20/2015 1:39:26 PM	1/20/2015 2:08:38 PM	00:29:12	Stop 8	2448 E Portage Rd, Houston, TX 75072
1/20/2015 2:10:56 PM	1/20/2015 2:35:26 PM	00:24:30	Stop 9	2487 Colorado St, Mullan, TX 75003
1/20/2015 2:35:46 PM	1/20/2015 3:01:33 PM	00:25:47	Stop 10	2472 Colorado St, Mullan, TX 75003
1/20/2015 3:08:01 PM	1/20/2015 3:52:42 PM	00:44:41	Stop 11	Williams & Assoc.
Daily Annual Statistics				
Number of Stops		Average Stop Time		Total Stop Time
11		00:33:26		06:01:12

Stop Detail

This report shows the duration of each stop along with time and location. It can reveal unauthorized usage of your vehicles and serve as verification of activity should a dispute arise.

Distance Detail

Report Type: Daily
Begin Date: 12/8/2014 12:00:00 AM
End Date: 12/12/2014 11:59:59 PM

[Show All](#) | [Hide All](#)

LWK - 5124				Go To Unit: -Select-
Date	Distance	Tollway Distance		
12/8/2014	36.64	0.00		
12/9/2014	123.85	0.00		
12/10/2014	10.74	0.00		
12/11/2014	32.73	0.00		
12/12/2014	40.39	0.00		
Total: 253.53		Total: 0.00		

P12				Go To Unit: -Select-
Date	Distance	Tollway Distance		
12/8/2014	0.02	0.00		
12/9/2014	276.46	86.35		
12/10/2014	259.31	73.40		
12/11/2014	320.81	140.31		
12/12/2014	375.75	197.52		
Total: 1,193.55		Total: 497.28		

Grand Total: 1,446.98		Tollway Total: 497.28	
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Distance Detail

A quick summary of the distance travelled by each vehicle within a predetermined time frame. This report may reveal quickly any anomalies in mileage and help with maintenance scheduling.



Shadow Tracker®

Vision III Reporting

Report Type: Daily

Begin Date: 12/23/2014 12:00:00 AM

End Date: 12/28/2014 11:59:59 PM

Stop Interval: 1.0(min)

Show All | Hide All

JOHNNY

Date	Transit %	Stop %
12/23/2014	3.38	96.62
12/24/2014	57.70	42.30
12/25/2014	16.88	83.12
12/26/2014	42.16	57.84
12/27/2014	9.89	90.11
12/28/2014	83.87	16.13

Transit/Stop Percent Detail

This report shows the percentage of time each vehicle is in use and stopped for a selected period of time. It is often used as a tool to correct and motivate employees to make more efficient stops during the day.



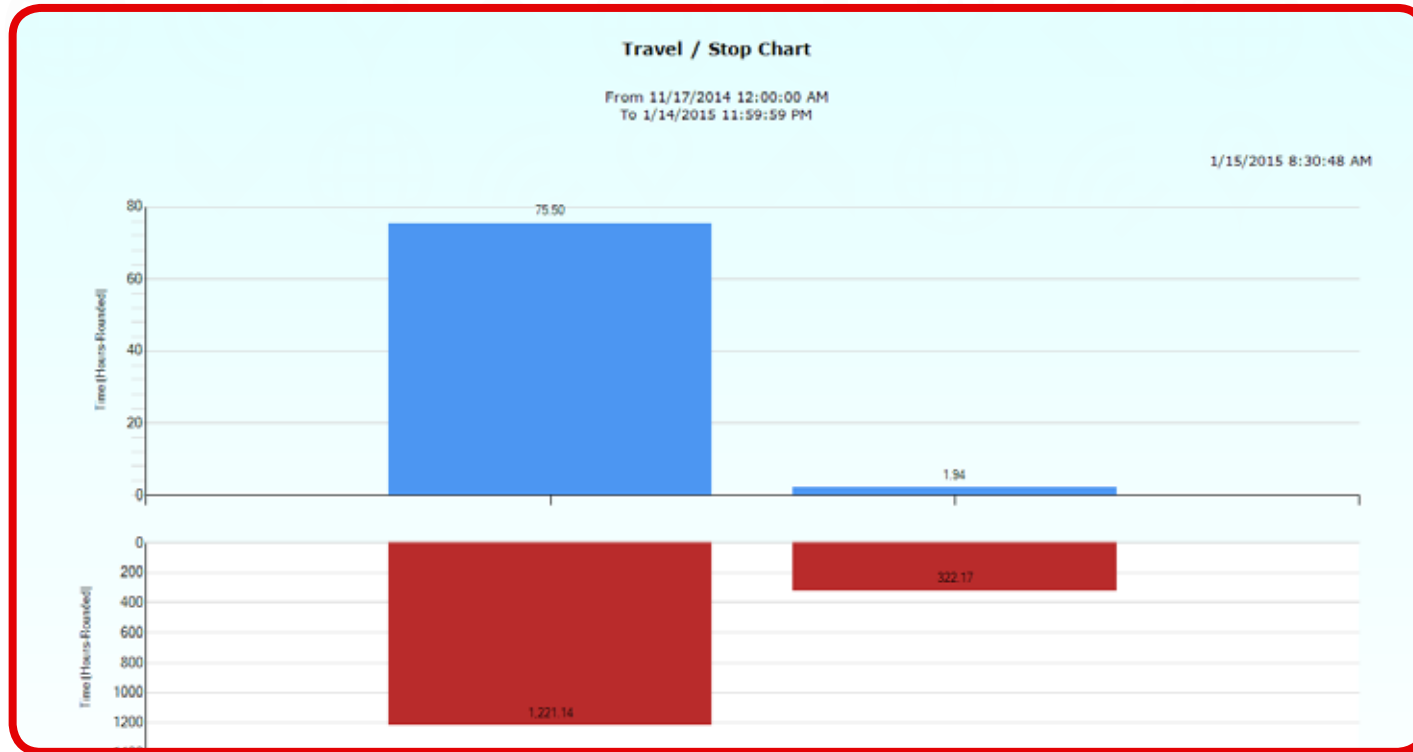
Shadow Tracker®

Vision III Reporting



Distance Chart

This chart can show side-by-side comparisons of the mileage driven on each vehicle within a fleet. Customers report using this chart predominately for maintenance scheduling.



Travel/Stop Chart

This visual shows side-by-side comparisons of each vehicle with regarding to in use and stopped. It is often used as a tool to correct and motivate employees to make more efficient stops during the day.



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Vision III Reporting

Begin Late End Early Exception				
Report Type: Daily Begin Date: 12/1/2014 12:00:00 AM End Date: 1/14/2015 11:59:59 PM				
Show All Hide All				
[-] [142] Go To Unit: --Select--				
Date	Day	Begin Time	End Time	
12/8/2014	Monday	12:00 AM	12:54 PM	
12/10/2014	Wednesday	10:47 AM	6:50 PM	
12/13/2014	Saturday	6:06 AM	10:32 PM	
12/20/2014	Saturday	3:47 PM	11:24 PM	
12/21/2014	Sunday	10:48 AM	8:05 PM	
12/27/2014	Saturday	1:26 PM	11:20 PM	
1/4/2015	Sunday	12:17 AM	4:00 PM	
1/9/2015	Friday	4:08 PM	11:59 PM	
1/13/2015	Tuesday	6:52 AM	11:59 PM	
[-] [392] Go To Unit: --Select--				
Date	Day	Begin Time	End Time	
12/4/2014	Thursday	7:26 AM	12:01 PM	
12/5/2014	Friday	12:27 PM	5:01 PM	
12/6/2014	Saturday	12:24 AM	2:02 PM	
12/9/2014	Tuesday	7:26 AM	7:13 PM	
12/11/2014	Thursday	6:06 AM	7:17 PM	
12/16/2014	Tuesday	8:47 AM	2:31 PM	
12/29/2014	Monday	7:54 AM	9:45 AM	
1/2/2015	Friday	12:58 AM	1:28 PM	
1/5/2015	Monday	6:19 AM	5:16 PM	
1/7/2015	Wednesday	7:19 AM	11:43 AM	
1/8/2015	Thursday	12:54 PM	2:50 PM	

Begin Late/End Early Exception

Another customizable report showing the starting and stop time for vehicles. This report is often used to verify time sheets and to produce accurate billing for customers.



Shadow Tracker®

Vision III Reporting

Report Type: Daily
Begin Date: 12/1/2014 12:00:00 AM
End Date: 1/14/2015 11:59:59 PM

Aggressive Driving Exception

Speed Change/10sec: 60

Show All | Hide All

[142]

Go To Unit: --Select--

Date	Initial Speed	End Speed	Speed Change
12/16/2014 10:26:37 PM	2.00	68.69	66.69
12/19/2014 3:06:35 AM	113.97	47.31	66.65
1/1/2015 6:02:29 PM	2.54	70.25	67.71
1/5/2015 6:16:29 AM	0.90	71.52	70.62
1/8/2015 11:34:24 PM	14.28	82.62	68.33
1/8/2015 11:35:09 PM	82.62	9.81	72.81

EAST MGR TRUCK 7

Go To Unit: --Select--

Date	Initial Speed	End Speed	Speed Change
12/2/2014 6:37:52 PM	2.21	70.10	67.90
12/3/2014 3:44:07 PM	1.89	67.76	65.87
12/8/2014 11:35:44 AM	9.35	74.49	65.14
12/17/2014 9:27:12 AM	73.13	8.57	84.56
12/17/2014 9:42:39 AM	1.28	63.01	61.73
12/30/2014 8:47:22 AM	0.66	67.80	67.15
1/5/2015 5:27:03 PM	0.85	63.09	62.24

EAST SVC TRUCK 39

Go To Unit: --Select--

Date	Initial Speed	End Speed	Speed Change
12/4/2014 11:23:32 AM	63.46	0.95	62.50
12/9/2014 7:15:17 AM	0.91	61.05	60.15
12/12/2014 3:49:59 PM	69.52	9.42	60.10
12/16/2014 3:13:04 PM	61.33	1.17	60.16
12/20/2014 9:49:37 AM	8.64	69.69	61.05

Aggressive Driving Exception

Unnecessary acceleration and braking is dangerous and causes reduced performance and increased maintenance costs for vehicles. This report gives you insight into aggressive driving habits of drivers.





Shadow Tracker®

Vision III Reporting

Unauthorized Use					
Report Type: Daily Begin Date: 12/1/2014 12:00:00 AM End Date: 1/14/2015 11:59:59 PM					
Show All Hide All					
[-] [142] Go To Unit: --Select--					
Date	Day	Begin Time	End Time	Distance	
12/1/2014	Monday	5:14 AM	7:59 AM	83.08	
12/1/2014	Monday	5:41 PM	11:59 PM	5.24	
12/2/2014	Tuesday	12:01 AM	7:55 AM	54.27	
12/2/2014	Tuesday	5:00 PM	10:18 PM	38.10	
12/3/2014	Wednesday	5:10 AM	7:58 AM	32.19	
12/3/2014	Wednesday	5:00 PM	10:33 PM	41.57	
12/4/2014	Thursday	5:26 AM	7:58 AM	20.25	
12/4/2014	Thursday	5:00 PM	11:59 PM	91.60	
12/5/2014	Friday	12:00 AM	7:59 AM	38.71	
12/5/2014	Friday	5:00 PM	11:59 PM	92.58	
12/6/2014	Saturday	12:00 AM	5:19 AM	36.47	
12/6/2014	Saturday	5:01 PM	11:59 PM	99.15	
12/7/2014	Sunday	12:00 AM	7:26 AM	22.52	
12/7/2014	Sunday	5:00 PM	11:59 PM	225.57	
12/8/2014	Monday	12:00 AM	7:59 AM	106.50	
12/9/2014	Tuesday	4:46 AM	7:56 AM	31.04	
12/9/2014	Tuesday	5:00 PM	8:02 PM	36.70	
12/10/2014	Wednesday	5:22 PM	6:50 PM	6.12	
12/11/2014	Thursday	12:26 AM	7:57 AM	45.39	
12/11/2014	Thursday	5:00 PM	9:50 PM	38.00	
12/12/2014	Friday	2:03 AM	7:57 AM	63.22	
12/12/2014	Friday	5:00 PM	9:55 PM	37.51	
12/13/2014	Saturday	6:08 AM	7:54 AM	5.18	

Unauthorized Use

By selecting customized parameters for your drivers, you can create this report on unauthorized usage. The reporting is complete with date, time, and distance driven.

Quick Start Setup	Installing Shadow Tracker® Vision™ Unit  
Building Your Database	
Managing Your Tracking Units	Mounting and Placement Tracking Units are not weatherproof and are to be mounted inside the vehicle's passenger compartment. The recommended placement location is under the dashboard or in the glove compartment, but the Unit may be placed anywhere inside the vehicle's passenger compartment, as long as it is kept out of direct sunlight and excessive moisture. <i>It is required that the GSM Antenna be kept at least 20 cm away from any nearby persons in order to satisfy FCC and Canadian RSS 210 RF exposure requirements.</i>
User Maintenance	
Map View Window	GPS Antenna Placement Recommended placement for the GPS Antenna is on top of the vehicle with a clear view of the sky. You may choose to mount the antenna <i>out of sight</i> . Keep in mind that the antenna will obtain a stronger, less disrupted signal if it is mounted under plastic or glass rather than covered by metal. The GPS Antenna requires an unobstructed view of the sky to obtain GPS satellite acquisition; therefore, antenna placement is critical to achieve consistent performance. The GPS Antenna supplied with your Tracking Unit is equipped with a magnetic mount. Wherever you decide to mount the antenna, you must make sure that the Unit is able to acquire an adequate GPS signal from the satellites. After installing the Unit, monitor the LED light on the front of the Tracking Unit to determine whether you have GPS acquisition.
Viewing Historical Tracks	
Viewing Real Time Positions	<i>Be aware, if the Unit has been powered off for 12 hours or more, it may take up to 5 minutes, from the time the GPS Antenna is connected and the Unit is powered on, for the Unit to obtain GPS acquisition. If it takes longer than 5 minutes to acquire a signal, the antenna should be moved to a more suitable location. Experiment to find the best location.</i>
Entities	
GeoAreas	Connecting the GPS Antenna 1. Connect the GPS Antenna to the connection labeled "GPS" on the back of the Tracking Unit. <i>Be careful not to damage the antenna connector when connecting or disconnecting the GPS Antenna from the Tracking Unit. Also, do not connect a GPS Antenna other than the one supplied by ATTI, damage to the Tracking Unit and/or antenna will result.</i>
Alerts	
Reporting	
Drivers	
Bus Route Management	
BusFinder App	
Event Monitoring Control Output	
Vehicle Installation Guidelines	
Troubleshooting	
Shadow Tracker® Micro Vision™	
Shadow Tracker® Vision™ II Units	

Shadow Tracker® j2
Shadow Tracker® Premier
Shadow Tracker® Premier Base
Shadow Tracker® Premier BaseComm
Shadow Tracker® 2000
Shadow Tracker® 2000 Base
Shadow Tracker® 2000 BaseComm
Frequently Asked Questions

Connecting the GSM Antenna

1. Connect the **GSM Antenna** to the “**GSM**” connector on the Tracking Unit with your fingers.

Only tighten the antenna until it is snug. Over-tightening of the antenna may damage the antenna and void its warranty.

Connecting Power

The Direct-Connect cable allows you to connect directly to the vehicle's electrical system

1. Connect the **RED** wire to a constant 12-volt positive power source. This connection must have power even when the vehicle is turned OFF
2. Connect the **GREEN** or **BLUE** wire to an Ignition switched 12-volt positive power source. This connection should have power only when the vehicle's ignition is ON and the vehicle is running, but not when the vehicle's ignition is turned OFF.
3. Connect the **BLACK** wire to a 12-volt ground source

The **GREEN** wire is used with Shadow Tracker Vision™ or Shadow Tracker Vision™ II plus. The **BLUE** wire is used with Shadow Tracker® Micro Vision™.

Damage to the unit will result if connected to a reversed polarity or higher voltage power source. If you are unsure how to correctly make these connections, ATTI recommends having the tracking unit installed by a local automotive electronics professional familiar with your make of vehicle.

Event Monitoring/Control Output

Safety and Care

FCC

Note: If the unit does not successfully power up, refer to the Trouble-Shooting section of the Help Files.

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Installation and Minimum PC Requirements for Vision units

Minimum System Requirements:

- _ Operating System – Windows® Vista and Windows® 7, Windows® 8
- _ CPU – 2.8 GHz
- _ RAM – 512 MB min. (1 GB recommended)
- _ Available Disk Space – 150 MB
- _ USB
- _ SVGA Monitor
- _ Screen resolution: 800 x 600 min. (1024 x 768 recommended)
- _ Mouse with Wheel (recommended)

Sub Contract:

WiarCom Inc. – Exclusive Wireless Communication provider for
Advanced Tracking Technologies, Inc.

Vision III Equipment will be required to utilize WiarCom Inc. for Real
Time GPS Data Services.

About Us:

WiarCom™, along with its carrier partners,
delivers a comprehensive wireless platform
providing coverage that you and your customers
can rely on throughout the United States and
Canada.

WiarCom™ provides a range of services that
support wireless activities including real time
data delivery and wireless connectivity for both
fixed and mobile OEM devices over cellular data
networks. Our transparent access for OEM
applications provides a low cost, quick
implementation solution for businesses looking to
create value-added services by combining their
existing product lines with remote access
functionality. The WiarCom™ network can be
utilized in a wide range of application and
solution environments such as fleet
management, automatic meter reading, security,
elevator control, and vending.

WiarCom™ offers tailored M2M solutions based
on customer specific business requirements. Our
experienced personnel are available to assist
OEMs with building a connectivity strategy to suit
their product lines

Phone: 713-353-6175

Fax: 713-353-6176

Email: info@wiarcom.com

Address: P.O. Box 168, Sugar Land, TX. 77487

Alton Gardner will be contact person with
Advanced Tracking Technologies, Inc. with any
questions regarding Wireless Service