

WORK ORDER FOR CONTRACTUAL SERVICES

TO: TSO Mobile
7791 NW 46th Street, Suite 306
Miami, FL 33166
Phone (305) 500-9132

DATE: May 29, 2015

PROJECT DESCRIPTION:

The City of Doral authorizes the firm of TSO Mobile to proceed with the purchase and installation of the following for the new Doral Trolleys DT10 & DT11:

- Automatic Vehicle Locator/GPS
- Annunciator System
- Wi-Fi Cradle

The work is to be completed and submitted within fifteen (15) days after notice to proceed has been issued.

The performance of services associated with this Work Order will be executed as per the attached quote dated May 29, 2015 with a not to exceed amount of \$7,730.00.

You are required as part of this Proposal to execute this Work Order and begin work within ten (10) days from the date of this Work Order, or as directed otherwise.

If you fail to execute said Work Order and begin work within ten (10) days the City of Doral will be entitled to disqualify the Proposal, and revoke the award.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date first above written, in three (3) counterparts, each of which shall, without proof or accounting for the other counterpart be deemed an original Contract.

CONSULTANT: TSO Mobile

BY: [Signature]
NAME: Daniel Quamps
TITLE: COO

WITNESSES: SEAL:

1. _____
2. _____

OWNER: City of Doral

BY: [Signature]
NAME: Edward Rojas
TITLE: City Manager

AUTHENTICATION:

BY: [Signature]
NAME: Connie Diaz
TITLE: City Clerk

APPROVED AS TO FORM:

BY: [Signature]
NAME: WEISS, SEROTA, HELFMAN, COLE, & BIERMAN, PL
TITLE: CITY ATTORNEY



Company Address 7791 NW 46th Street, Suite 306
Miami, FL 33166 US
Phone (877) 477-2922
Fax (305) 500-9132

Quote Number H181144
Expiration Date 6/15/2015
Prepared by David Gonzalez
Email dgonzalez@tsomobile.com

Account Name City of Doral
Contact Name Andrew Davis

Email Andrew.Davis@cityofdoral.com
Phone (305) 593-6740

Bill to Name City of Doral
8300 NW 53rd ST
Doral, FL 33166 US

Ship to Name City of Doral
8300 NW 53rd ST
Doral, FL 33166 US

Product	Sales Price	Quantity	Total Price
TSO 10200	\$450.00	2.00	\$900.00
Sim Card Activation	\$35.00	2.00	\$70.00
Installation - TSO 10200	\$130.00	2.00	\$260.00
AVAS	\$1,900.00	2.00	\$3,800.00
Installation - AVAS	\$350.00	2.00	\$700.00
WIFI - HotSpot	\$850.00	2.00	\$1,700.00
Installation - WIFI	\$150.00	2.00	\$300.00

Subtotal \$7,730.00
Total Price \$7,730.00
Tax \$0.00
Shipping and Handling \$0.00
Grand Total \$7,730.00



CITY OF DORAL RECORD (MASTER) COPY TRANSMITTAL FORM

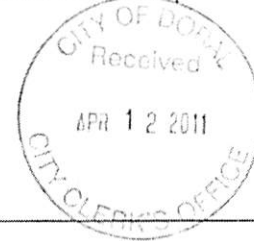
OFFICE OF THE CITY CLERK
Page 1 of 1

Transmittal From: Public Works Department
Department

Delivered by: Jennifer Laffita
Name

Date of Transmittal: April 12th, 2011

City Clerk's Date Stamp



The following record (master) copy is being transmitted to the Office of the City Clerk:

- | | |
|---|---|
| <input type="checkbox"/> Contract | <input type="checkbox"/> Special Magistrate Order |
| <input checked="" type="checkbox"/> Agreement | <input type="checkbox"/> Other: |
| <input type="checkbox"/> Lease | <u>Professional Services Agreement</u> |
| <input type="checkbox"/> Deed | <u>between City of Doral & Tracking</u> |
| <input type="checkbox"/> Bond Documentation | <u>Solutions Corporation</u> |
| <input type="checkbox"/> Vehicle Title | |

Is this record (master) copy to be recorded with the County Clerk? Yes No

Description of Record Copy:

Professional Services Agreement between City of Doral & Tracking Solutions Corporation (1 Set for City Clerk Records)

Office of the City Clerk Administrative Use Only

Received by: Kristha Gomez

Reviewed for completion by: Barbara Huer

Returned to originating Department for the following corrections on N/A
Date

Archived in the Office of the City Clerk on 4/15/11 (Date)

Copy provided in electronic format to originating Department on 4/15/11 (Date)



City of Doral
Professional Services Agreement

THIS CONTRACT made and entered into on the 30th day of August, 2010 by and between:

City of Doral
8300 NW 53rd Street, Suite 100
Doral, Florida 33166
(Hereinafter referred to as "the City")

AND:

Tracking Solutions Corporation
7791 NW 46th Street, Suite 306
Doral, FL 33166
(Hereinafter referred to as "TSO Mobile")

WITNESSETH:

In consideration of the mutual covenants and conditions as herein expressed and of the faithful performance of all such covenants and conditions, the parties do mutually agree as follows:

ARTICLE I

I. **THE CONTRACT DOCUMENTS**

The complete Contract between the City and TSO Mobile shall consist of the following components parts, to-wit:

- I.1 This Agreement;
- I.2 Exhibit A – Doral Technical Specifications/Requirements
- I.3 Exhibit B – TSO Mobile Cost Pricing Form.

ARTICLE 2

2. SCOPE OF SERVICES

- 2.1 TSO Mobile will supply all personnel, equipment, and resources necessary to supply, install, configure, and train Doral employees on the use of a commercial-off-the-shelf, Digital Security Camera System (DSCS), the Automatic Passenger Counter System (APCS), the web-based GPS Automatic Vehicle Location System (AVLS) as well as the Interactive Voice Response System (IVIS).

IVRS

ARTICLE 3

3. CONTRACT SUM

- 3.1 Upon satisfactory completion of the specified work as determined by the sole discretion of the City Manager, TSO Mobile agrees to charge the City a lump sum fee associated with performing the work in accordance with the Contract documents and the negotiated not to exceed price of ten thousand, five hundred forty-two dollars (\$10,542.00).
- 3.2 Thereafter, TSO Mobile agrees to charge the City a lump sum fee of two hundred seventy-nine dollars and ninety eight cents (\$279.98) for the monthly professional service, maintenance and technical assistance provided.
- 3.3 Any change of cost to this contract will need a change order.

ARTICLE 4

4. CONTRACT TIME

- 4.1 The term of this contract is for a period of five (5) years with the option to renew for two (2) additional one (1) year periods.
- 4.2 The work to be performed under this Contract is specified in the Notice to Proceed and, subject to authorized adjustments, installation of devices shall be totally complete and ready for final payment within thirty (30) days from the Notice to Proceed.

ARTICLE 5

5. INVOICING AND PAYMENT

- 5.1 The Vendor will issue an invoice once a month for the work, which has been completed, in the City Manager's sole discretion. If he/she determines that the work specified in the invoice has been performed according to the job specifications, the City shall pay such invoice within thirty (30) days.
- 5.2 The Vendor's invoice shall show a complete breakdown of the project components, the quantities completed and the amount due, and any other supporting documentation as may be required by the Contract documents for approval.

ARTICLE 6

6. INSURANCE

The Vendor shall secure and maintain throughout the duration of this agreement insurance of such type and in such amounts as required by the City Manager. The underwriter of such insurance shall be qualified to do business in the State of Florida. If requested by the City Manager the insurance coverage shall be primary insurance with respect to the City, its officials, employees, agents and volunteers. The insurance cover shall include a minimum of:

- 6.1 Commercial General Liability Insurance naming the City as an additional insured with not less than the following limits:
 - 6.1.1 General Aggregate - \$1,000,000.
 - 6.1.2 Products-Comp/Op Aggregate - \$1,000,000.
 - 6.1.3 Personal and Advertising Injury - \$1,000,000.
 - 6.1.4 Fire Damage - \$50,000.

Coverage shall include contractual liability assumed under this agreement, products and completed operations, personal injury, broad form property damage, and premises operations.

- 6.2 Commercial Automobile Liability Insurance naming the City as an additional insured with not less than the following limits:
 - 6.2.1 Combined Single Limit - \$500,000.

Coverage shall include contractual liability assumed under this agreement, owned, hired and non-owned vehicles.

- 6.3 Worker's Compensation Insurance covering the contractor and the contractor's employees with not less than the following limits:
 - 6.3.1 Worker's Compensation \$100,000/\$500,000/\$100,000 for coverage

- 6.4 The Certificate shall contain a provision that coverage afforded under the policy will not be cancelled until at least thirty (30) days prior written notice has been given to the City. Certificates of insurance, reflecting evidence of the required insurance, shall be provided to the City. In the event the Certificate of Insurance provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the vendor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of this agreement or extension hereunder is in effect.

- 6.5 Certificates of Insurance shall be provided to the City at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall endorsed with a provision that not less than thirty (30) calendar days written notice shall be provided to the City before any policy or coverage is cancelled or restricted.
- 6.6 The City reserves the right to require additional insurance in order to meet the full value of the contract.

- 6.7 The City of Doral must be named as additional insured on each of the policies referenced above.

ARTICLE 7

7. ASSIGNMENT

- 7.1 This Agreement shall not be assignable by the Vendor.

ARTICLE 8

8. PROHIBITION AGAINST CONTINGENT FEES

- 8.1 The Vendor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Vendor, to solicit or secure this Contract, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Vendor any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract unless approved by the City Manager of the City of Doral.

ARTICLE 9

9. TERMINATION

- 9.1 This Contract may be terminated by the City upon ten days' written notice with or without cause and by the Vendor upon 30 days' written notice with or without cause. If this Contract is terminated, the Vendor shall be paid in accordance with the provisions of Articles 4 and 5 of this Contract for all acceptable work performed up to the date of termination.

ARTICLE 10

10. NONEXCLUSIVE AGREEMENT

- 10.1 The services to be provided by the Vendor pursuant to this Contract shall be nonexclusive and nothing herein shall preclude the City from engaging other firms to perform the same or similar services for the benefit of the City within the City's sole and absolute discretion.

ARTICLE 11

11. ENTIRE AGREEMENT

- 11.1 This Contract, together with all pertinent documentation shall constitute the entire agreement which may only be amended or modified upon written agreement between the parties.

ARTICLE 12

12. ATTORNEY'S FEES

- 12.1 In connection with any litigation arising out of this Contract, the prevailing party shall be entitled to recover reasonable attorney's fees and costs. This provision shall exclude all litigation resolved by agreement of the parties.

ARTICLE 13

13. NONDISCRIMINATION

- 13.1 During the term of this Agreement, Vendor shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, national origin, and agrees to abide by all Federal and State laws regarding nondiscrimination.

ARTICLE 14

14. OWNERSHIP AND ACCESS TO RECORDS AND AUDITS

- 14.1 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Vendor providing services to the City under this Agreement shall be the property of the City. The City Manager or his designee shall, during the term of this Agreement, have access in connection with any litigation arising out of this Contract; the prevailing party shall be entitled to recover reasonable attorney's fees and costs. This provision shall exclude all litigation resolved by agreement of the parties.

ARTICLE 15

15. INDEPENDENT CONTRACTOR

- 15.1 The Vendor and its employees, volunteers and agents shall be and remain independent contractor and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

ARTICLE 16

16. COMPLIANCE WITH LAWS

- 16.1 The Vendor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to services provided hereunder.

ARTICLE 17

17. NOTICES

17.1 All notices and communications to the City shall be in writing and shall be deemed to have been properly given if transmitted by registered or certified mail or hand delivery. All notices and communications shall be effective upon receipt. Notices shall be addressed as follows:

**City: Yvonne Soler-McKinley
City Manager
City of Doral
8300 NW 53 Street, Suite 100
Doral, Florida 33185**

**With a copy to: Jimmy Morales, Esq.
City Attorney
City of Doral
8300 NW 53 Street, Suite 101
Doral, Florida 33185**

**Barbara Herrera
City Clerk
City of Doral
8300 NW 53 Street, Suite 100
Doral, Florida 33185**

**Vendor: Juan Olano, CEO
Tracking Solutions Corporation
7791 NW 46th Street, Suite 306
Doral, FL 33166**

ARTICLE 18

18. GOVERNING LAW

18.1 This Contract shall be construed in accordance with the laws of the State of Florida.


18.2 The parties will attempt in good faith to resolve promptly through negotiation and claim or controversy arising out of or relating to this contract prior to proceeding to a court of law. If a claim or controversy should arise, representatives of the parties shall meet at least once and will attempt to resolve the dispute. For such purpose, either party may request the other to meet within fifteen (15) days at mutually agreed time and place. If the parties are not able to conduct a meeting within said fifteen (15) day period or to resolve the dispute within thirty (30) days after their first negotiation meeting (or such longer period as may be mutually agreed upon), either party may then refer the claim or controversy to mediation.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Contract upon the terms and conditions above stated on the day and year first above written.

Vendor:

Tracking Solution Corp.
7791 NW 46th Street,
Suite 306
Doral, FL 33166

By:



Juan Olano, CEO
Tracking Solution Corp.

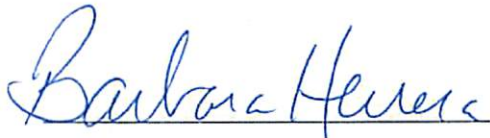
City:

City of Doral
8300 NW 53rd Street
Suite 100
Doral, FL 33166

By:



Yvonne Soler-McKinley
City Manager



Barbara Herrera
City Clerk



Jimmy Morales, Esq.
City Attorney

Attest: _____

DIGITAL SECURITY CAMERA, AUTOMATED VEHICLE LOCATION, AUTOMATIC PASSENGER COUNTER AND INTERACTIVE VOICE RESPONSE SYSTEMS REQUIREMENTS

Contents

PROJECT OVERVIEW INFORMATION.....2

DORAL DIGITAL MOBILE TRANSIT SECURITY CAMERA SYSTEM DESIGN2 (DMTSC)

 General Specifications for Security Camera System.....2

 Video Playback Minimum Requirements:3

 System planning and installation:.....3

 Spare Parts:.....3

DORAL AUTOMATIC VEHICLE LOCATION SYSTEM3 (AVL)

 Vehicle GPS/AVL System Software and Hardware Requirements.....4

 Vehicle Location Data4

 Maps4

 Route Management5

 Access to Vehicle Location Data5

 General Public Vehicle Tracking Access.....5

 Software and Hardware Requirements6

 System Testing and Acceptance6

 Warranty and Maintenance.....7

 Documentation7

 Training8

DORAL AUTOMATIC PASSENGER COUNTER SYSTEM8 (APC)

 Automatic Passenger Counter Requirements8

INTERACTIVE VOICE RESPONSE SYSTEM9 (IVR)

 System Requirements;.....9

DIGITAL SECURITY CAMERA, AUTOMATED VEHICLE LOCATION, AUTOMATIC PASSENGER COUNTER AND INTERACTIVE VOICE RESPONSE SYSTEMS REQUIREMENTS

PROJECT OVERVIEW INFORMATION

A total of up to five (5) transit trolley type buses shall be installed with digital security camera, automated vehicle location, automatic passenger counter and interactive voice response systems. The buses are in service daily and the equipment utilized must have reliable and proven success in typical transit operations.

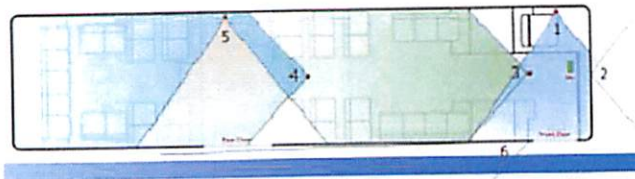
1. Vehicle Types – Classic American Diesel Engine Trolleys on Freightliner Chassis
2. All vehicles are owned by Doral; however, vehicles are operated and maintained by Doral’s contractor (currently Limousines of South Florida, Inc.)
3. The systems utilized are required to include all necessary hardware, licenses and equipment needed for complete operation of the mobile video transit security camera, automated vehicle location, automatic passenger counter and interactive voice response systems.

DORAL DIGITAL MOBILE TRANSIT SECURITY CAMERA SYSTEM DESIGN

The following table includes the number of cameras and microphones required for each existing vehicle:

Vehicle	Camera Quantity (Position)	Microphone Quantity (Position)
DT01	3 (1,2 & 3)	0 (0)
DT02	3 (1,2 & 3)	0 (0)

The figure below shows the locations where transit cameras are to be installed.



General Specifications for Security Camera System

- Recording capacity shall have the possibility to set the frames per second (FPS) between 2 FPS and 30 FPS from a maximum of four (4) color video cameras.
- Minimum 25 days or up to 300 hours recording time, depending on recording settings.
- Recording media shall be hard drive based.
- Capable of easy recording media hard drive swapping from one transit vehicle to another without requiring user intervention to reformat the hard drive.
- Programmable recording start/end times.
- Synchronized audio/video multi-channel video viewing from the installed video cameras and microphones.

DIGITAL SECURITY CAMERA, AUTOMATED VEHICLE LOCATION, AUTOMATIC PASSENGER COUNTER AND INTERACTIVE VOICE RESPONSE SYSTEMS REQUIREMENTS

- Video recording unit shall power down at a user selectable time after switched power is removed.
- Vibration resistant recording unit capable of demands associated with public transit vehicles.
- Capable of automated time/date stamp and auto-updating for daylight savings time.
- From existing recording unit, a simple steady-ON or OFF warning light to notify bus operator that system is active or has failed.
- System must have a security system or key to prevent unauthorized personnel to remove the swap hard drive.
- Digital recording unit must support continuous "loop" recording. The system shall be adequately installed to withstand the rigors (starts/stops, shocks and vibration) of a public transit vehicle as well as temperature changes from summer highs of 100 plus degrees to winter lows of 40 degrees Fahrenheit.

Video Playback Minimum Requirements:

- Captured video shall not require proprietary Personal Computer (PC) equipment to access and view recorded events.
- Captured incident clip/event shall be date and time stamped.
- Video with ability to re-play clip segments.

System planning and installation:

- The vendor shall conduct a detailed survey of each transit vehicle type.
- Vendor shall assist Doral in test implementation of the proposed system in order to ensure that they satisfactorily meet the needs of the Doral.
- Vendor shall provide installation, documentation, maintenance and user training for selected staff.
- Vendor shall conduct final acceptance testing as deemed satisfactory by Doral.
- Vendor shall provide a minimum standard warranty on all equipment and shall maintain this equipment during the warranty period.

Spare Parts:

- The Vendor must provide a list of recommended spare parts, including unit costs.
- Doral may elect to purchase some or all of the recommended spare parts as part of this procurement.

DORAL AUTOMATIC VEHICLE LOCATION SYSTEM

The following table includes the number GPS units required for each existing vehicle:

Vehicle	Main	Backup
DT01	1	0
DT02	1	0

DIGITAL SECURITY CAMERA, AUTOMATED VEHICLE LOCATION, AUTOMATIC PASSENGER COUNTER AND INTERACTIVE VOICE RESPONSE SYSTEMS REQUIREMENTS

Vehicle GPS/AVL System Software and Hardware Requirements

The vehicle tracking system software must utilize GPS in conjunction with vehicle location and mapping software to accurately track bus locations en route virtually in real-time, and provide visual mapping displays to the operator. The GPS readings of the bus location must occur virtually in real time with vehicle location reported via an AVL device installed on each vehicle and transmitted to an Internet server with a delay of not more than 120 seconds under the base scenario. The vendor shall provide the annual operating cost impact of providing more frequent updates in the proposed charges. Real-time tracking is done through the use of GPS for pinpointing the location and a wireless communication system (i.e., cellular GPRS or two-way radio) for transmitting the information to an Internet server. The vendor shall indicate their recommended rate of transmission for a system reflecting the operational parameters.

In summary, core requirements for the fleet management service and hardware include:

- Verified Inspection and Equipment Maintenance Notification,
- Safety and Compliance Management Tool,
- Electronic Data Collection,
- Web-Based Data Management, and
- All Events Time- and Date-Stamped.

Vehicle Location Data

The vehicle tracking system software must provide a real-time automatic vehicle location data display on designated City of Doral computers. Vehicle icons on the map display shall clearly indicate vehicle identity, route, direction, and location. Software shall identify closest vehicle to another while stationary or en route. Further layered information on the vehicle should include run/trip, date/time, and speed (including excessive speed alerts). Fleet location history playback shall also be provided. Vendors should provide detailed explanations of existing maps and software mapping components and how they work with other components of the system. Screen shots of display windows utilized by dispatch and/or the passenger should be provided in your proposal describing key features, attributes, and the information available within the mapping component. The Vendor should describe in detail all traveler-supported components as well as any software and hardware required for implementation.

Maps

Map must be shown with North at the top of the display. The vehicle of interest must be centered on the screen.

Map software must provide the standard map features typically used in a desktop mapping program, including display controls tools, along with vehicle display and reporting functionality. All position related messages are routed to the map display. The system must receive location reports directly from the vehicle at five-minute intervals.

DIGITAL SECURITY CAMERA, AUTOMATED VEHICLE LOCATION, AUTOMATIC PASSENGER COUNTER AND INTERACTIVE VOICE RESPONSE SYSTEMS REQUIREMENTS

Mapping software should have numerous built-in reporting options as well as the ability to easily import new data or change existing report structure and output formats.

The vehicle tracking system software must include one integrated map along with detailed maps of the streets and buildings, local and regional areas, and major landmarks within the Doral Transit service area. The map views should include standard map display features (e.g., zoom in/out, panning, etc.). The maps should have an automatic refresh feature with the option of refreshing the map views "upon-demand" by the dispatcher. The geo-spatial object management portion of the system should provide capabilities to trace routes, place stops and landmarks on the map for the dispatcher(s) to see.

Route Management

The vehicle tracking system must include a route management module which can be utilized by City staff (i.e., transit dispatcher) to effectively manage the route and determine the location of any vehicle in service. The system must provide the necessary real-time information to manage vehicle fleets whether they are on designated alignments, in the yard, or on special on-demand events. The system should display the time each bus arrives at each stop per route and the "wait times" (e.g., how long the bus is at the stop). The software should include a real-time dispatch display that clearly indicate status (i.e., color-coding), with emphasis on off-route or off-schedule vehicles.

The software should include a predictive estimate of bus arrival times at designated stops based on the average speed of the bus and traffic impacts. The vehicle icon on the dispatch display should clearly indicate vehicle identity, driver identity, route, directional status, arrival time, departure time, and date and time of last GPS update.

In addition, it sometimes becomes necessary to re-assign a bus from one route to another in response to traffic delays, high passenger loads, driver availability, etc.

Therefore, it is essential the tracking system be able to incorporate the driver identity numbers into the tracking system. If this is not already a component of the basic system, the Vendor should include the cost to include this functionality into their system.

Access to Vehicle Location Data

Access to all real-time and archived vehicle location data must also be available to third party applications for potential future external development purposes. Vendor shall indicate which method would be used (i.e., XML, RSS, JSON, SQL, etc.). Under all cases, the City shall retain ownership of the data generated by the vehicle tracking system.

General Public Vehicle Tracking Access

It is the City's desire to make real-time vehicle tracking information available to the general public. Three options for information access include:

DIGITAL SECURITY CAMERA, AUTOMATED VEHICLE LOCATION, AUTOMATIC PASSENGER COUNTER AND INTERACTIVE VOICE RESPONSE SYSTEMS REQUIREMENTS

1. Graphical User Interface (GUI) map display available on a public website and viewable through various devices (i.e., PDA applications, kiosk, bus stop, personal computer, etc.). The system should be equipped with a notification service, whereupon users can subscribe and be able to select one route or multiple routes and be notified when the next bus is coming. The Vendor shall indicate if their system includes a mapping component that accommodates a navigational request (i.e., the navigational system used in Google Transit in most large urbanized areas). If this option is selected, the City will provide the vendor with GIS layers of the local road network.
2. IVR system, so the user is able to call a number provided by the City, enter a stop number of the route of the bus and the system will retrieve the estimated time for the next bus to arrive to the entered stop number.
3. Telephoning customer service call center with route, direction, and departure point. City transit staff will use in-house GPS information to inform customer of the next anticipated bus arrival, in addition to the next two time-points.

Additional distribution methods not previously mentioned are welcome for consideration.

Software and Hardware Requirements

The Vendor shall warrant the application's software and hardware to be free of defects or imperfections that prevent full performance for a period of at least 12 months from the date of the system acceptance by the City. Any reproducible errors found during this warranty period will be corrected at the vendor's expense. The Vendor shall provide a proposal for support of the application's software and hardware for four years following expiration of the software and hardware warranty. The Vendor will describe the particulars concerning this warranty including, remote problem diagnosis and correction as well as on-site problem correction with indicated response time.

New releases and upgrades to the software should be provided free of charge for a period of two-year from the date of system acceptance by the City of Doral. The Vendor must provide a quotation for software upgrade costs for the three years following expiration of the initial two year period.

System Testing and Acceptance

Acceptance of the final system shall be based upon satisfactory performance in intended operating conditions. The Vendor shall perform the testing and acceptance procedures described below:

- A. The Vendor shall demonstrate every functional attribute of the software and hardware, including system software, operating system, utilities, and all ancillary application program modules.
- B. After successful completion of the tests, the Vendor shall conduct a (30)-day operational test of the system. During this period the system shall experience no major component failures and no major software malfunctions.
- C. In the event the Vendor alerts the City in advance that the system will be experiencing a specific software degradation for a particular period (for example, while implementing new software revisions or troubleshooting for problems that have not yet been exhibited themselves in

DIGITAL SECURITY CAMERA, AUTOMATED VEHICLE LOCATION, AUTOMATIC PASSENGER COUNTER AND INTERACTIVE VOICE RESPONSE SYSTEMS REQUIREMENTS

operation), the (30)-day operational test may be suspended for the duration of that period, then reestablished where it left off. In the event that the system experiences a major unanticipated software failure, the Vendor shall correct the software failure, after which a new (30)-day test period may be initiated, at the option of the City.

Warranty and Maintenance

The Vendor must itemize cost for software and hardware maintenance and support to cover the initial year and subsequent four (4) years.

All components of the vehicle tracking system should include an all-inclusive warranty that begins once the system is accepted for purchase by the City of Doral for a period of two years.

The Vendor should provide a copy of the warranty and maintenance terms in the proposal. The Vendor should specify the following:

- A. Hardware, software, and vehicle equipment maintenance agreement terms, including the level of support provided.
- B. The services provided (what are the turnaround times for hardware repairs, etc.).
- C. Toll-free technical support number provided during the hours of 9:00 a.m. to 6:00 p.m. EST Monday through Friday.
- A. Since the Vendor will host the system, notification should be provided prior to any scheduled downtime and as soon as possible regarding any unscheduled downtime, with a detailed explanation, including length of service interruption. Up-time should be a minimum of 98 percent.

Documentation

All aspects of the vehicle tracking system and individual components should be clearly and thoroughly documented for both technical and non-technical support staff and for end-user understanding. Documentation should encompass detailed product descriptions as well as step-by-step instructions on how to utilize the equipment. Documentation materials should be broken into the following areas and/or functions:

- A. Computer hardware, systems software, and equipment specifications. End-user-focused materials on how to operate the equipment within each of the vehicle tracking system components. For example, detailed step-by-step instructions should be included for:
 1. Traveler information features (web interface, etc.)
 2. Map creation and views (zooming, multiple views, ad hoc maps, map maintenance, etc.)
 3. Route management and performance (dispatcher)
 4. Data storage and reporting (report generation, etc.)
 5. Data access including API for use in developing third-party applications.
 6. Automatic Passenger Counters - If proposed (equipment and maintenance)
- B. On-going support with various options (on-line, phone, chat, etc.).

DIGITAL SECURITY CAMERA, AUTOMATED VEHICLE LOCATION, AUTOMATIC PASSENGER COUNTER AND INTERACTIVE VOICE RESPONSE SYSTEMS REQUIREMENTS

- C. Toll-free support number provided during the hours of 9:00 a.m. to 6:00 p.m. EST Monday through Friday.

The Vendor should provide a sample of the documentation in the proposal. Upon installation, the successful Vendor will provide complete documentation and training materials.

Training

The Vendor should provide training support to address all aspects of the vehicle tracking system and individual component parts. The Vendor should provide on-site consultation and training throughout the implementation process. Training should be provided for both technical, nontechnical support staff, and end-user administrators and staff. Training should encompass demonstrations of the overall product and individual component parts. Step-by-step instructions should be demonstrated on how to install and/or use the equipment for varying audiences to include vehicle operators, dispatchers, network support staff, programmers, and maintenance technicians.

Toll-free support number provided during the hours of 9:00 a.m. to 6:00 p.m. EST Monday through Friday.

DORAL AUTOMATIC PASSENGER COUNTER SYSTEM

Automatic Passenger Counter Requirements

The City prefers the vehicle tracking system be compatible with a proven Automatic Passenger Counting (APC) module with full logic to count all boarding and departing passengers at each stop and calculate the number of riders on-board after each stop.

Passenger counting should only be performed when the door is open. The City prefers the APC component be integrated with the vehicle location data that is collected and transferred via the wireless communications network to the dispatch center after each stop. Specific features of the APC component should include/provide for:

1. Capture and storage of passenger count data.
2. Reports generated from passenger count information, to include:
 - a. Clearly identified peak service periods (PSP) based upon passenger counts (i.e., loading and unloading) for each specific bus stop by each specific route.
 - i. Passenger on and off counts at specified stops, times, or stated time periods.
 - ii. Ridership counts by route, trip, or stated time periods.
 - b. A means to verify proper operation of count sensors and diagnose problems.
 - c. The passenger count sensors should be configured, positioned, and adjusted to reliably detect the presence and direction of each passenger's movement, whether boarding or alighting from the bus.
 - d. The sensors must be discrete components that transmit passenger count information to the dispatch center in almost real-time.
 - e. The sensors should not require physical contact with the passengers being counted.

DIGITAL SECURITY CAMERA, AUTOMATED VEHICLE LOCATION, AUTOMATIC PASSENGER COUNTER AND INTERACTIVE VOICE RESPONSE SYSTEMS REQUIREMENTS

- f. The sensors should be capable of operating within a transit environment and proper alignment should not be susceptible to normal vibrations found on a bus.

INTERACTIVER VOICE RESPONSE SYSTEM

System Requirements;

1. Simultaneously answer a minimum of 2 lines. With ability to expand as needed.
2. Direct callers through various options by using a menu of choices.
3. Provide customers the ability to inquire on general utility information such as hours and location.
4. The system should have multi-lingual capabilities, in case in the future a different language than English is required.
5. System shall provide reports displaying usage data and statistics for various time periods, e.g. day, week and month.
6. The system must capture the date and time of each call.
7. The system shall provide a means of backing up and restoring system configuration settings, custom recorded messages, and other critical data.

Provide report every 3 months + show + sales system was checked. H/S working

The system must provide a method for changing the main company menu to speak to any of the following:

1. A generic message that the utility is aware of outages and is experiencing a high volume of calls.
2. Should have the option to temporarily disable all call transfers to a live person, and simply forward calls to voice mail.
3. The system must provide the ability for changing or re-recording voice prompts.
4. The IVR must have the ability to run multiple applications on separate lines simultaneously.

Product Information:

The vendor shall provide a brief description of each of all proposed products. Include with the description the following information.

Software and Maintenance:

- Vendor shall provide product name, quantity of licenses needed, unit price and total price.

Training:

- Vendor shall provide pricing of training. If in-house: your hourly rate and estimated hours. If off-site, please provide location and cost of training.

Tracking Solutions Corporation

Service Terms & Conditions

Tracking Solutions Corp. Privacy Policy

This Privacy Policy describes the privacy policies and practices of Tracking Solutions Corporation ("Tracking Solutions Corp.") regarding the Tracking Solutions Corp. Web site, <http://www.tsomobile.com> (the "Web site"), and regarding Tracking Solutions Corp.'s location-based services (the "Services"), which are described in Tracking Solutions Corp.'s Customer Agreement, which is available on the Web site. Certain aspects of the Services utilize Google maps. For additional information, including terms of use, visit http://maps.google.com/help/terms_maps.html, also certain service might include products from Garmin Ltd, for additional information including terms of use and privacy statement, visit <http://www8.garmin.com/privacy/terms.html>, <http://www8.garmin.com/privacy/>.

Information Tracking Solutions Corp. Collects to Provide the Services.

A person who purchases the Services (a "Customer") must provide his or her name, address, telephone numbers, email address, and payment card information ("Personal Information") to Tracking Solutions Corp. to activate the Services. Customers must promptly notify Tracking Solutions Corp. of any changes to such Personal Information. Tracking Solutions Corp. may also receive other information about a Customer, such as credit information, from other sources. Tracking Solutions Corp. will consider any such additional information about a Customer as Personal Information.

When the Services are being used, Tracking Solutions Corp. periodically collects GPS coordinates that show the location of the pet, vehicle, PDA or item that Customer chooses to track using the Services ("Location information"). Tracking Solutions Corp. or its contractors retain Location information on their servers. Location information regarding Services performed for each Customer is linked to the Personal Information of that Customer.

A Customer's Personal Information will be retained for as long as the Customer receives the Services and for any period during which there is a dispute between the Customer and Tracking Solutions Corp. Location information will be retained for each Customer for a period that Tracking Solutions Corp. will decide in its sole discretion.

Customers may suspend the collection of Location information by turning off the Advanced GPS Device that Tracking Solutions Corp. uses to provide the Services. Customers may terminate the collection of Location information by terminating the Customer Agreement, as described in that agreement.

Tracking Solutions Corp. may remove data that identifies any

specific Customer from Personal and Location information and combine such data to create "Aggregate Information." Such anonymized Aggregate Information is not Personal or Location information.

Information Tracking Solutions Corp. Collects from the Web Site.

When Customers and others visit the Web site, Tracking Solutions Corp. collects the visitor's IP address (the unique set of numbers used to identify the visitor's computer), and his or her registered domain or home server. Tracking Solutions Corp. also collects information pertaining to the visitor's operating system, browser version, referring site, and keywords used to locate the Web site.

Tracking Solutions Corp., its contractors and other third parties that help Tracking Solutions Corp. provide the Services or the Web site ("Tracking Solutions Corp.'s agents") may use "cookies" to improve visitors' experience at the Web site. A "cookie" is a small file placed on a Web site visitor's computer hard drive that identifies the computer and data about the visit so that, when the visitor returns to the site, the site recognizes the visitor, which allows Tracking Solutions Corp. to tailor its site to the visitor. Cookies do not contain personally identifiable information but may be linked to Personal Information that visitors provide to Tracking Solutions Corp. Advertisers that place ads on the Web site may use their own cookies. Any information collected by advertisers is not subject to this Privacy Policy.

Tracking Solutions Corp. may use Web beacons, also known as "Web bugs." Web beacons are typically small (1x1 pixel) graphic files placed on Web pages and other electronic documents that are often the same color as the background of Web page or other file. Web beacons can collect the IP address of the computer that the Web beacon is sent to, the URL of the page the Web beacon comes from, and the time the Web beacon was viewed. Tracking Solutions Corp. does not place Web beacons that link to Personal Information on other sites, nor does Tracking Solutions Corp. permit third parties, other than those working on Tracking Solutions Corp.'s behalf, to place them on Tracking Solutions Corp.'s site. Tracking Solutions Corp. may use Web beacons on the Tracking Solutions Corp. Web site and may link a particular beacon to Personal Information.

If a visitor requests information or orders products or services from Tracking Solutions Corp. by sending Tracking Solutions Corp. an e-mail or by filling out a registration form on the Web site, Tracking Solutions Corp. may save the visitor's e-mail address and any other information that the visitor provides. This information may be used by Tracking Solutions Corp. to provide services or products the visitor requests and to contact the visitor in the future by mail, by e-mail, or by phone to convey information about Tracking Solutions Corp.'s services. Such information also allows Tracking Solutions Corp. to respond to visitors' inquiries concerning career opportunities at Tracking Solutions Corp. Visitors will always be provided with the option not to be

contacted or to unsubscribe if they register with the site.

How to Access and Correct Information Obtained by Tracking Solutions Corp.

A Customer may obtain a copy of the Personal Information and the information collected from the Web site that Tracking Solutions Corp. has regarding that Customer by emailing a request for a copy of that information to mail@TSOmobile.com or by sending a letter to 7791 NW 46th Street, Suite 306 Doral, FL 33166 USA. Tracking Solutions Corp. will make a good faith effort to mail the information to the Customer at the address previously provided by the Customer if Tracking Solutions Corp. is supplied with sufficient information to allow it to confirm the identity of the person making the request. If any of the information regarding the Customer is inaccurate, the Customer may send corrected information and a request that Tracking Solutions Corp. correct its records to mail@TSOmobile.com. Tracking Solutions Corp. will make the correction if Tracking Solutions Corp. is supplied with sufficient information to allow it to confirm the identity of the person making the request.

How Information Is Secured.

Tracking Solutions Corp. uses a variety of physical, technical, and procedural safeguards to guard against loss, misuse, and alteration of Personal and location information. For example, location information transmitted from Devices to Tracking Solutions Corp. is coded; access to Personal Information is limited to Tracking Solutions Corp. and contractor personnel who need the information to provide the Services; and Tracking Solutions Corp. uses and requires its contractors to use technical measures to guard against unauthorized access to Personal and location information. Tracking Solutions Corp. also requires Customers to use user identification and passwords to access Personal and location information. Similarly, when visitors to the Web site conduct payment card transactions with Tracking Solutions Corp., Tracking Solutions Corp. uses procedures required by the Payment Card Industry Data Security Standards.

Tracking Solutions Corp. cannot, however, guarantee the security of any Personal or Location information, or information collected from the Web site. Despite Tracking Solutions Corp.'s efforts to secure such information, it may be accessed, disclosed, altered, or destroyed by a breach of Tracking Solutions Corp.'s physical, technical, and procedural safeguards. Customers use the Services and visitors use the Web site at their own risk. If Tracking Solutions Corp. learns that a Customer's Personal or location information has been disclosed to an unauthorized person, Tracking Solutions Corp. will attempt to notify the Customer.

How Tracking Solutions Corp. Uses Customers' and Web site Visitors' Information.

Tracking Solutions Corp. uses each Customer's Personal and location information to provide Services to that Customer.

Tracking Solutions Corp. does not collect information of any kind other than to provide such Services. Tracking Solutions Corp. does not currently share, sell, or rent any Personal or Location information or information collected from the Web site to any third parties, other than to Tracking Solutions Corp.'s agents, and does not intend to do so in the future.

Right to opt-out: Any Customer who does not want Tracking Solutions Corp. to share, sell, or rent any Personal or Location information or information collected from the Web site to any third parties, other than Tracking Solutions Corp.'s agents has the right to opt-out of such potential information sharing. To request that such information not be shared, a Customer should either send an email to mail@TSOmobile.com or send a letter to Tracking Solutions Corp., Customer Care 7791 NW 46th Street, Suite 306 Doral, FL 33166 USA.

Tracking Solutions Corp. may share Personal Information, Location information, and information collected from the Web site with Tracking Solutions Corp.'s agents, corporate affiliates, or advisors who help Tracking Solutions Corp. operate and improve its business. Tracking Solutions Corp. has entered into written agreements with its agents, corporate affiliates, and advisors to which it discloses Personal Information, Location information, and information collected from the Web site that requires them to adhere to pertinent provisions of this Privacy Policy and the Safe Harbor Principles issued by the U.S. Department of Commerce, which are available at http://www.export.gov/safeharbor/SH_Privacy.asp. Tracking Solutions Corp. also prohibits its agents, corporate affiliates, and advisors from using any information disclosed to them by Tracking Solutions Corp. for purposes other than implementing Tracking Solutions Corp.'s instructions. Tracking Solutions Corp. may use Aggregate Data to analyze how Customers use the Services to determine ways in which Tracking Solutions Corp. can improve the Services and to consider offering new services to Customers. Tracking Solutions Corp. may also use information collected from the Web site to analyze traffic to the Web site to determine how to improve the site. Tracking Solutions Corp. may also use information from a Web beacon to ensure that a Customer can move between Tracking Solutions Corp.'s technical assistance Web page, the Customer service page, and Tracking Solutions Corp.'s online store and still be recognized as the same Customer.

Tracking Solutions Corp. may use or disclose Personal and location information and information collected from the Web site: to comply with applicable laws; to protect the rights and property of Tracking Solutions Corp. or others; to protect a person's safety; to prevent abuse; as evidence in legal proceedings; to cooperate with properly authorized law enforcement investigations; and in response to subpoenas from third parties. Tracking Solutions Corp. will use good faith efforts to promptly notify a Customer of any subpoena that seeks any of the Customer's Personal or Location information to enable the Customer to seek to quash the subpoena. Finally, Tracking Solutions Corp. may disclose or sell Personal Information and information collected from the Web

site as an asset in conjunction with the sale of Tracking Solutions Corp. to a third party or in conjunction with the sale of a portion of Tracking Solutions Corp.'s assets.

Children's Information

Tracking Solutions Corp. recognizes the importance of protecting the privacy of children. Tracking Solutions Corp. will not knowingly collect any personally identifiable information from children. Personal Information collected from a Customer must be information from an adult. Consistent with the Children's Online Privacy Protection Act, the Web site is not directed to children under the age of thirteen. When a visitor to the Web site discloses information on the Web site, the visitor represents that he or she is an adult. If a child visits the Web site and provides his or her personally identifiable information, Tracking Solutions Corp. will delete that child's information from its records at the request of the child's parent or guardian.

Information Collected by Others

This Privacy Policy addresses only the policy and procedures of Tracking Solutions Corp. Tracking Solutions Corp. is not responsible for the privacy policies of third parties, including but not limited to those whose web sites may be linked to the Tracking Solutions Corp. Web site.

Verification

Tracking Solutions Corp. has self-assessed that its Privacy Policy conforms to EU Safe Harbor principles regarding personal information received from the EU.

Enforcement

If a Customer believes that his or her rights as described in this Privacy Policy have been violated by Tracking Solutions Corp., the Customer should email Director of Customer Care at support@TSOmobile.com or send a letter to Tracking Solutions Corp., Director of Customer Care at 7791 NW 46th Street, Suite 306 Doral, FL 33166 USA. Tracking Solutions Corp. will attempt to resolve Customer complaints as quickly as possible.

If Tracking Solutions Corp. is unable to resolve a Customer's complaint regarding an alleged violation of this Privacy Policy, the Customer may file a complaint with the Data Protection Authority for the country in which the customer lives.

Amendments to this Privacy Policy

Tracking Solutions Corp. reserves the right, at its sole discretion, to change, modify, add to, or remove any portion of this Privacy Policy, in whole or in part, at any time. Tracking Solutions Corp. will include such Amendments on the version of this Policy that is posted on Tracking Solutions Corp.'s Web site (www.TSOmobile.com) and will notify Customer by e-mail that the Policy has been amended. Amendments to the Policy will take effect immediately upon being posted to

the Web site. Customer's continued use of the Services after Tracking Solutions Corp. posts an Amendment constitutes Customer's acceptance of and consent to the Amendment. If Customer does not accept such an Amendment, Customer must notify Tracking Solutions Corp. within 30 days after Tracking Solutions Corp. notifies Customer of the Amendment that Customer has elected to terminate the Services rather than accept the Amendment. Tracking Solutions Corp. will not charge Customer a termination fee if Customer terminates the Services as described in this paragraph.

Contact Us

For more information about our Privacy Policy and practices, e-mail us at support@TSOmobile.com or call 1-877-477-2922

By using the Services or the Web site, you acknowledge that you have read and accepted this Privacy Policy. If you do not accept this Privacy Policy, please do not use the Services or the Web site.

Customer Agreement

1. This Is an Enforceable Legal Agreement.

This Customer Agreement ("Agreement") states the terms and conditions pursuant to which Tracking Solutions Corporation agrees to provide Customers with certain location-based services (the "Services"). By clicking on the box on the Trackingsolutionsonline.com Web site Activation page that is next to the statement "I have read and agree to the terms and conditions of the Customer Agreement," Customer agrees to be bound by the terms and conditions stated in this Agreement. Customer also agrees to the terms and conditions of this Agreement by paying for and using the Services. If Customer does not agree to the terms and conditions of this Agreement, Customer may not access or otherwise use the Services. Certain aspects of the Services utilize Google maps. For additional information, including terms of use, visit http://maps.google.com/help/terms_maps.html, also certain service might include products from Garmin Ltd, for additional information including terms of use and privacy statement, visit <http://www8.garmin.com/privacy/terms.html>, <http://www8.garmin.com/privacy/>.

2. Customer Agrees that Tracking Solutions Corp. May Monitor, Collect, Use, Communicate, Retain, and Disclose Location Information.

2.1. Customer agrees that Tracking Solutions Corp. may use data from a Tracking Solutions Corp. global positioning satellite locator (the "Device"), which Customer must purchase separately, together with Tracking Solutions Corp.'s location tracking and communication technologies, to monitor and collect global positioning satellite ("GPS") coordinates showing the location of the pet, vehicle, PDA or item (such as a bicycle, briefcase, luggage, backpack, etc.) chosen by

Customer ("Location Information"). The direct tracking of people is prohibited. The Federal Communications Commission and the Federal Aviation Administration regulations prohibit use of the Device on commercial aircraft, including in checked baggage.

2.2. Customer agrees that Tracking Solutions Corp. will monitor and collect Location Information through communication technologies and networks chosen by Tracking Solutions Corp.

2.3. Customer agrees that Tracking Solutions Corp. may communicate Location Information to Customer through communication technologies and networks chosen by Tracking Solutions Corp. or, at Customer's request, Tracking Solutions Corp. may communicate Location Information to Customer in part through communication technologies and networks chosen by Customer, as when Customer chooses to receive Location Information from Tracking Solutions Corp. through Short Message Service ("SMS") messages sent to Customer's mobile phone if service available.

2.4. Customer agrees that Tracking Solutions Corp. may use, retain, and disclose Location Information as described in this Agreement and in Tracking Solutions Corp.'s Privacy Policy, available at <http://www.TSOmobile.com/> on Privacy Policy (the "Privacy Policy"), which is incorporated by reference in this Agreement.

3. Customer Is Prohibited From Using the Services for Illegal Purposes.

Customer shall not use, and shall not allow any person to use, the Services in any way that violates a federal, state, or local law, regulation, or ordinance, or for any tortious or illegal purpose, including but not limited to harassing, slandering, defaming, or improperly conducting surveillance of any person.

4. Customer Agrees to Certain Warranties.

Customer warrants to Tracking Solutions Corp. that:

4.1. Customer will use the Services only as provided in this Agreement;

4.2. Customer is at least 18 years old and has the right or has obtained any required authorization (a) to monitor the location of the pet, vehicle, PDA or item chosen by Customer, and (b) to agree that Tracking Solutions Corp. may monitor, collect, use, communicate, retain, and disclose Location Information as described in this Agreement;

4.3. Any information Customer provides or discloses to Tracking Solutions Corp. will be accurate, complete, and current; and

4.4. Customer will notify Tracking Solutions Corp. regarding any material change to information Customer provides by using the methods for contacting Tracking

Solutions Corp. stated in the "Contact Us" section of www.TSOmobile.com.

5. Tracking Solutions Corp. May Amend this Agreement at Any Time.

5.1 Tracking Solutions Corp. reserves the right, at its sole discretion, to change, modify, add to, or remove any portion of this Agreement, in whole or in part, at any time. Tracking Solutions Corp. will include such Amendments on the version of this Agreement that is posted on Tracking Solutions Corp.'s Web site (www.TSOmobile.com) and will notify Customer by e-mail that the Agreement has been amended.

5.2 Amendments to the Agreement will take effect immediately upon being posted to the Web site. Customer's continued use of the Services after Tracking Solutions Corp. posts an Amendment constitutes Customer's acceptance of and consent to the Amendment. If Customer does not accept such an Amendment, Customer must notify Tracking Solutions Corp. within 30 days after Tracking Solutions Corp. notifies Customer of the Amendment that Customer has elected to terminate the Services rather than accept the Amendment.

5.3 Tracking Solutions Corp. will not charge Customer a termination fee if Customer terminates the Services as described in section 5.2 of this Agreement.

6. Customer Must Use the Device with the Wireless Carrier Chosen by Tracking Solutions Corp.

Tracking Solutions Corp. monitors and collects Location Information using a network of a third party wireless service carrier and Devices provided by Tracking Solutions Corp. or by authorized distributors. Customer shall not use a Device with any other service unless written consent from Tracking Solutions Corp.

7. Customer Is Responsible for All Charges Incurred to Use the Services.

7.1. Customer is responsible for all charges incurred in connection with the Services regardless of who incurs the charges. If Customer believes there is an error in any charge posted to Customer's account, Customer must contact Tracking Solutions Corp. concerning the disputed charges within 15 days of receiving the bill for those charges, at which time Tracking Solutions Corp. will investigate Customer's claim. Late payments for any charges billed by Tracking Solutions Corp. will be subject to a flat fee of \$35.00 or 1.5% interest, whichever is greater.

7.2. Customers who wish to purchase the Services must do so for a period of 12, 24 or 36 months. Customer must provide a valid and chargeable credit card or debit card ("payment card") to Tracking Solutions Corp. as part of the activation process, which Tracking Solutions Corp. will charge for the Services. If between the Customer and Tracking Solutions Corporation exist different term of payment form, it

should be in writing and approved by an authorized personnel from Tracking Solutions corporation.

7.3. Customer must pay for the Services in advance on a yearly, monthly, or other subscription basis. If Customer does not pay in advance for the minimum term required, Customer's payment card will be charged monthly for the full monthly amount due. In the event that Customer's payment card company declines to process Customer's monthly payment, Tracking Solutions Corp. may retry the charge on the payment card. If payment is again declined, Tracking Solutions Corp. may terminate the Services immediately, and without penalty or liability to Tracking Solutions Corp.

7.4 Customer is responsible for any and all taxes and expenses that may be incurred related to use of the Services.

8. Customer Must Use Tracking Solutions Corp.- Supplied Security Information.

Tracking Solutions Corp. will provide Customer a username, password, or other security information ("Security Information"), which Customer must use to access and use the Services. Customer shall maintain the confidentiality of the Security Information and shall be responsible for all activities performed using Customer's Security Information. Customer shall notify Tracking Solutions Corp. immediately of any unauthorized use of Customer's Security Information.

9. Tracking Solutions Corp. and Customer May Terminate this Agreement and the Services.

9.1. The term of this Agreement shall commence when the Customer first activates the Services; provided, however, that Tracking Solutions Corp. may decline to activate the Services if (a) Customer fails to provide all required information through the Activation page on the Trackingsolutionsonline.com Web site within 15 days after purchasing the Device that Customer will use to receive the Services; (b) Tracking Solutions Corp. determines in its sole discretion that the SIM card in the Device has been or will be used improperly; or (c) Tracking Solutions Corp. determines in its sole discretion that Customer will use the Device in a manner that will violate this Agreement.

9.2. Tracking Solutions Corp. may, with or without cause, immediately terminate this Agreement at any time, and deny Customer access to or use of the Services. Without limiting the foregoing, Tracking Solutions Corp. has the right to immediately terminate or suspend Customer's account or use of the Services in the event that Customer breaches this Agreement or engages in conduct that Tracking Solutions Corp., in its sole discretion, considers unacceptable. If this Agreement is terminated, Customer will no longer be authorized to access or use the Services.

9.3. Customer may terminate the Services at any time. Except as provided in sections 5.2 and 5.3 of this Agreement, if Customer terminates the Services prior to the expiration of the term of Customer's contract with Tracking Solutions

Corp.: (a) Customer's payment card will be charged \$150 as an early termination fee, the early termination fee is not a penalty, but rather a charge to compensate Tracking Solutions Corporation for your failure to satisfy the Service Commitment on which your Service rate is based., and (b) either, for such early-terminating Customers who were paying monthly Tracking Solutions Corp. will stop charging the Customer's payment card within 30 days after receiving notice from the Customer of the early termination, or for such early-terminating Customers who paid in advance for a one-year period Tracking Solutions Corp. will refund to the Customer within 90 days a pro rata amount for unused Services, as determined by Tracking Solutions Corp. minus the \$150 per user as an early termination fee, if applies. If not earlier terminated by Customer or by Tracking Solutions Corp., this Agreement shall automatically be extended, for the same initial term basis (12, 24 or 36 months term) at the monthly rate then in effect for Customers who do not prepay services, at the end of the period for which Customer has paid as described in sections 7.2 and 7.3 of this Agreement.

9.4. All provisions of this Agreement that by their nature are intended to survive the expiration or termination of this Agreement, including but not limited to obligations with respect to disclaimers of warranties, limitations of liability, indemnification, and intellectual property rights, shall survive any expiration or termination.

10. Tracking Solutions Corp. Disclaims All Warranties.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TRACKING SOLUTIONS CORP., ITS SUPPLIERS, AND LICENSORS PROVIDE THE SERVICES "AS IS" AND WITH ALL FAULTS. TRACKING SOLUTIONS CORP. DOES NOT WARRANT UNINTERRUPTED USE OR OPERATION OF THE SERVICES OR THAT ANY DATA SENT BY OR TO CUSTOMER, OR SENT BY A DEVICE, WILL BE TRANSMITTED IN UNCORRUPTED FORM, WITHIN A REASONABLE AMOUNT OF TIME, OR WITHOUT BEING INTERCEPTED. TRACKING SOLUTIONS CORP., ITS SUPPLIERS, AND LICENSORS DISCLAIM ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, WRITTEN, ORAL, CONTRACTUAL, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES, DUTIES, OR CONDITIONS OF OR RELATED TO: MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR THAT MAY ARISE FROM A COURSE OF DEALING OR USAGE OF TRADE.

11. Additional Device Warranty Disclaimers May Apply.

Certain additional warranty disclaimers and limitations may apply with respect to a Device purchased by Customer. Customer should carefully read the materials accompanying the Device.

12. Tracking Solutions Corp.'s Potential Liability Is Limited.

12.1. TRACKING SOLUTIONS CORP. SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST PROFITS (REGARDLESS OF WHETHER TRACKING SOLUTIONS CORP. HAS BEEN NOTIFIED THAT SUCH LOSS MAY OCCUR) BY REASON OF ANY ACT OR OMISSION IN ITS PROVISION OR FAILURE TO PROVIDE THE SERVICES, PRODUCTS, OR DEVICES. TRACKING SOLUTIONS CORP. SHALL NOT BE LIABLE FOR ANY ACT OR OMISSION OF ANY THIRD PARTY THAT FURNISHES ANY PART OF THE SERVICES, OR THAT FURNISHES A PRODUCT OR DEVICE USED IN CONNECTION WITH THE SERVICES, INCLUDING BUT NOT LIMITED TO THIRD PARTIES PARTICIPATING IN OFFERS MADE THROUGH TRACKING SOLUTIONS CORP. TRACKING SOLUTIONS CORP. SHALL NOT BE LIABLE FOR ANY DAMAGES THAT RESULT FROM ANY SERVICE PROVIDED BY, OR PRODUCT OR DEVICE MANUFACTURED BY, THIRD PARTIES.

12.2. NOTWITHSTANDING ANY DAMAGES THAT CUSTOMER MAY SUFFER FOR ANY REASON, THE ENTIRE LIABILITY OF TRACKING SOLUTIONS CORP. AND ITS SUPPLIERS AND LICENSORS UNDER ANY PROVISION OF THIS AGREEMENT OR IN CONNECTION WITH THE SERVICES OR DEVICES, AND CUSTOMER'S EXCLUSIVE REMEDY FOR ALL OF THE FOREGOING, SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY CUSTOMER FOR THE SERVICES DURING THE 12 MONTHS PRIOR TO THE EVENT THAT CUSTOMER CLAIMS CAUSED THE DAMAGES.

12.3. Tracking Solutions Corp. shall not be liable for any damages Customer or others may incur as a result of Customer's loss, disclosure, or a third party's use of Customer's Security Information, regardless of whether such disclosure or use is with or without Customer's knowledge or consent.

12.4. In no event shall Tracking Solutions Corp. have any liability for any damages arising out of or in connection with: (a) Customer's own actions, negligence, or willful misconduct, (b) acts or omissions of any third party, including but not limited to any telecommunications service provider, or (c) events or causes beyond Tracking Solutions Corp.'s reasonable control, including but not limited to acts of God, war, terrorism, criminal or tortious acts by third parties, riots, or natural disasters.

12.5. The limitations, exclusions, and disclaimers set forth in this Agreement shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

13. Customer Agrees to Indemnify Tracking Solutions Corp.

13.1. Customer agrees to defend, to indemnify, and to hold harmless Tracking Solutions Corp. and its affiliates, suppliers and licensors (and each entities' respective officers, directors and employees) from any and all liabilities, penalties, claims, causes of action, and demands brought by third parties (including the costs, expenses and attorneys' fees on account thereof) resulting from or relating to Customer's use of the Services and a Device or to Customer's inability to use the Services or a Device.

13.2. Customer's agreement to defend, to indemnify, and to hold Tracking Solutions Corp. harmless applies whether a claim against Tracking Solutions Corp. is based in contract or tort (including strict liability), and regardless of the form of action, including but not limited to any claims resulting directly or indirectly from Customer's intentional or inadvertent misrepresentation of: (a) Customer's identity; (b) the identity of persons authorized to access Location Information; (c) Customer's right to monitor the location of the pet, vehicle, or item Customer chooses to track using the Services; or (d) Customer's relationship to any of these persons or claims resulting from or relating to Customer's breach of this Agreement.

14. Process for Returning Devices.

Devices purchased directly from Tracking Solutions Corp. as pilots (authorized units for testing purposes only) may be returned for a refund of the cost of the Device within 30 days of purchase minus a 20% restocking service fee.

15. If a Device Is Lost or Stolen.

15.1. If a Device is lost or stolen, Customer is responsible for charges incurred until Customer notifies Tracking Solutions Corp. of the loss.

15.2. Once Customer informs Tracking Solutions Corp. that a Device has been lost or stolen, Tracking Solutions Corp. will suspend Customer's account. After Customer purchases a new Device, any money left in Customer's account will be transferred to a new account. If Customer decides to terminate the account, Customer's registered credit card will be charged in the amount of the termination fee stated above.

16. Customer May Not Export Devices or Software.

Customer shall comply with all trade regulations and export control laws, both domestic and foreign. Devices, software and any underlying information accessed or transferred using the Services may be subject to U.S. export controls, including the Export Administration Act (50 U.S.C. § 2401, et seq.) and the Export Administration Regulations (50 C.F.R. § 730-774), as well as the import regulations of other countries. Except as authorized by Tracking Solutions Corp. and the U.S. export control laws, Customer agrees not to export or re-export any

Device or software to any foreign country. Any information transferred by Customer using the Services to any foreign country, entity, or person must comply with the U.S. Export Administration Act and the Export Administration Regulations.

17. Tracking Solutions Corp. and Its Licensors Own All Intellectual Property Rights.

17.1. Tracking Solutions Corp. grants Customer, during the term of this Agreement, a revocable, non-transferable and non-exclusive license to use any software provided by Tracking Solutions Corp. (the "Software") solely in connection with Customer's use of the Services and in a manner that is consistent with this Agreement.

17.2. Customer shall not (a) distribute, rent, loan, lease, sell, sublicense, or otherwise transfer all or part of the Software, any access to it, or any rights granted under this Agreement to any other person; (b) reverse engineer, decompile, or disassemble the Software; (c) modify, translate, adapt, arrange, or create derivative works based on the Software for any purpose; (d) use the Software outside of the country of purchase or in a manner inconsistent with or in violation of this Agreement.

17.3. The Software is protected by copyright, trade secret and other intellectual property laws and treaties and will remain the exclusive property of Tracking Solutions Corp. or its suppliers or licensors. All rights not expressly granted in this Agreement are reserved by Tracking Solutions Corp.

17.4. The "Tracking Solutions Corp." name and logo and all other trademarks, service marks, and trade names used in connection with the Services are owned by Tracking Solutions Corporation or its licensors and may not be used by Customer without the written consent of Tracking Solutions Corp.

18. Tracking Solutions Corp. May Use Customer Information.

18.1. Tracking Solutions Corp. handles Customer information in a manner consistent with federal customer privacy laws and the Privacy Policy. Except as contemplated by the Privacy Policy and as necessary to deliver the Services, Tracking Solutions Corp. shall not intentionally share Personal Information or Location Information obtained through Tracking Solutions Corp.'s Services to third parties not related to Tracking Solutions Corp. without Customer's written permission. As described in the Privacy Policy, Tracking Solutions Corp. may, from time to time, use Customer information to market Tracking Solutions Corp.'s and its affiliates' services to Customer.

18.2. Customer agrees that any and all information provided by Customer in the course of using the Services becomes the property of Tracking Solutions Corp. Tracking Solutions Corp. may use this information for any lawful purpose, subject to the Privacy Policy.

18.3. Customer acknowledges that transmissions to Tracking Solutions Corp. from a Device, transmissions from Tracking Solutions Corp. to Customer, and Customer's communications to Tracking Solutions Corp. may be intercepted and read by others. Customer therefore acknowledges that the Services are not confidential.

18.4. To comply with appropriate legal process, Tracking Solutions Corp. may disclose any Customer information or content to law enforcement authorities, including Customer's name, account history, account information or other transmission data requested by law enforcement. Tracking Solutions Corp. may also disclose any Customer content to third parties as is necessary to respond to claims that any content violates the rights of third parties or to protect the rights and property of Tracking Solutions Corp.

19. Customer's Use of Content and Services Is Restricted.

19.1. Tracking Solutions Corp. may send messages, data, or other information ("Content") to Customer as part of the Services. All Content is owned by Tracking Solutions Corp. Customer shall not upload or transmit Content to public places. Customer is responsible for any unauthorized use of the Content.

19.2. Customer shall not upload, post or transmit to or distribute or otherwise publish through the Services any materials that (a) restrict or inhibit any other customer from using the Services, (b) are unlawful, threatening, harassing, abusive, libelous, defamatory, obscene, vulgar, offensive, pornographic, profane, sexually explicit or indecent, (c) constitute or encourage conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or international law, (d) violate, plagiarize, or infringe the rights of third parties, including copyright, trademark, patent, rights of privacy or publicity or any other proprietary rights, (e) contain any viruses, Trojan horses, worms, time bombs, cancelbots, or other harmful components that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or information, (f) contain advertising of any kind, or (g) constitute or contain false or misleading indications of origin or statements of fact.

19.3. If Tracking Solutions Corp. determines in its sole discretion that Customer is using an excessive amount of Tracking Solutions Corp.'s network resources, Tracking Solutions Corp. may adjust, suspend or terminate the Services Tracking Solutions Corp. provides to Customer at any time, without notice.

19.4. Tracking Solutions Corp. reserves the right to limit, remove, or delete any information that Customer uploads, downloads, posts, distributes, or otherwise transmits through the Services for any reason at any time.

20. Additional Terms and Conditions.

20.1. This Agreement, including the Privacy Policy incorporated in the Agreement, supersedes all oral or written communications and understandings between Customer and Tracking Solutions Corp. with respect to the Services and the terms under which the Services are offered and provided.

20.2. Any cause of action Customer may have with respect to the use of the Services must be commenced within one (1) year after the claim or cause of action arises.

20.3. Both parties waive the right to a jury trial in any dispute arising out of this Agreement or the Services.

20.4. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion of the Agreement, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of the Agreement, and the remainder of this Agreement shall continue in full force and effect.

20.5. The headings contained in this Agreement are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.

20.6. Customer may not assign his or her rights or delegate his or her obligations under this Agreement.

20.7. There shall be no third party beneficiaries under this Agreement, except for Tracking Solutions Corp.'s affiliates, suppliers, and licensors or as required by law.

20.8. Any legal action concerning this Agreement or the Services shall be interpreted under the laws of the Commonwealth of Florida, excluding the Commonwealth's choice of law rules.

20.9. Any dispute arising from or relating to this Agreement, regardless of theory of action, shall be resolved exclusively in the state and federal courts of the Commonwealth of Florida.

20.10. Use of the Services is unauthorized in any jurisdiction that does not give effect to all provisions of this Agreement, including without limitation this paragraph.

20.11. The failure of Tracking Solutions Corp. to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

21. Instructions & Terms Regarding Receiving Tracking Solutions Corp. Location Information via SMS.

21.1. Those Customers who choose to receive Location Information and Device alerts via Short Message Service ("SMS") to their mobile phones or any mobile device must review and agree to these additional terms.

21.3. Customers must enter the mobile phone number of

their mobile phone where prompted on the Trackingsolutionsonline.com website or any other website designated by Tracking Solutions Corporation. This number is for the mobile phone to which the Customer wants to have mobile notifications sent. This process enables the Customer to receive SMS notifications.

21.4. All terms of the Tracking Solutions Corp. Customer Agreement apply regarding Tracking Solutions Corp.'s use of SMS messages to send Location Information and Device alerts to Customers.

21.5. Once a Customer has registered at Trackingsolutionsonline.com or requested directly to our personnel to receive Location Information and device alerts via SMS, he or she can query the location of his or her Tracking Solutions Corp. device(s) using the mobile interface provide by Tracking Solutions Corporation.

21.6. To receive assistance regarding receiving Tracking Solutions Corp. Location Information and Device alerts via SMS:

21.6.1. Customer can go to [Tracking Solutions Corp..com](http://TrackingSolutionsCorp.com) to read FAQ's of the Terms and Conditions, or

21.6.2. Customer can contact Tracking Solutions Corp. customer service at 1-877-477-2922 toll free, or

21.6.3. Customer can send an email to support@TSOmobile.com, or

21.7. To stop receiving SMS messages from the Tracking Solutions Corp. Location Information service and opt-out of the service:

21.7.1. Customer may contact Tracking Solutions Corp. customer service at 1-877-477-2922 toll free, or

21.7.2. Customer can send an email to support@TSOmobile.com,

21.7.3. The Customer will not receive any additional SMS messages from the Tracking Solutions Corp. Location Information service until he or she re-registers for SMS service again.

21.8. Fees and Rates for Tracking Solutions Corp. Location Information SMS Messaging:"

21.8.1. Customers must pay their mobile phone service carriers for SMS messages received from Tracking Solutions Corp. pursuant to the terms of their mobile phone agreements with their mobile phone service provider. Tracking Solutions Corp. Customers should check with their mobile phone service providers for the SMS rates their mobile phone carrier with charge.

21.8.2. Tracking Solutions Corp. does not charge any additional amount to Tracking Solutions Corp. Customers who

choose to receive Location Information and device alerts through SMS messages, unless Customer contracted with Tracking Solutions Corporation the wireless data and SMS services, for SMS additional fees, contact Customer Service at Tracking Solutions Corporation.

21.9. Mobile Phone Service Providers

21.9.1. The Tracking Solutions Corp. Location Information notification service via SMS is available only to authorized Tracking Solutions Corp. Customers who have a registered, active mobile phone.

21.9.2. The SMS service is available on most mobile phones from most U.S. mobile phone service providers (Verizon, T-Mobile, AT&T, Sprint, Alltel). If the SMS service does not work on your phone, please contact your wireless service provider.

Last revised December 19, 2009

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LIMITED WARRANTY

TSO Mobile warrants the original purchaser that for a period of one (1) year from the date of purchase, the product shall be free of defects in materials and workmanship under normal use. *Within the 60 days trial, the purchaser can opt to purchase maximum of two (2) additional years of warranty (See Prices below)*

ADDITIONAL WARRANTY PRICES

2ND Year Extended Warranty: FROM _____ TO _____ PRICE: \$59.99

3RD Year Extended Warranty: FROM _____ TO _____ PRICE: \$99.99

During the warranty period, TSO Mobile shall, at its option, repair or replace any defective product upon return of the product to its facilities, at no charge for our labor and materials. Any replacement and/or repaired parts are warranted for the remainder of the original warranty or ninety (90) days, whichever is longer. The original owner must promptly notify Tracking Solutions Corp in writing that there is defect in material or workman-ship, such written notice to be received in all events prior to expiration of the warranty period.

OUT OF WARRANTY REPAIRS

TSO Mobile will at its option repair or replace out-of-warranty products which are returned to its factory according to the following conditions:

- Anyone returning goods to TSO Mobile must first obtain an authorization number (RMA).
- TSO Mobile will not accept any shipment whatsoever for which prior authorization has not been obtained.
- Products which TSO Mobile determines to be repairable will be repaired and returned. A set fee of \$59.99 which Tracking Solutions Corp has predetermined and which may be revised from time to time, will be charged for each out of warranty unit repaired.
- Products which TSO Mobile determines not to be repairable can be replaced by the nearest equivalent product available at that time. The current market price of the replacement product will be offered for each replacement unit.

Please contact your GPS Consultant to purchase extended warranties. Feel free to call us if you have any question at 1-877-477-2922.

TSO Mobile

MANUFACTURERS LIMITED 1 YEAR WARRANTY

GPS Tracking Products proposed by Tracking Solutions Corp. are warranted by each manufacturer to be free of defects in materials or workmanship for one year from the date of purchase. Within this period, the manufacturer will, at its sole option, repair or replace any components which fail in normal use upon return of the product to its facilities. This warranty does not cover failures due to abuse, misuse, accident or unauthorized alterations or repairs.

Tracking Solutions Corp will handle the replacement of all GPS tracking products and bear the cost for the removal of the original equipment, the cost for the return of the damaged unit, the cost of the delivery of the replacement unit and the cost of reinstallation. Such repairs or replacement will be made at no charge to Customer.

IMPORTANT RETURN MATERIAL AUTHORIZATION PROCEDURE

Anyone returning goods to Tracking Solutions Corp must first obtain, complete and submit the required return material authorization form (RMA). Tracking Solutions Corp will not accept any shipment for which prior authorization has not been obtained. Products which Tracking Solutions Corp determines to be repairable will be repaired and returned.

The RMA number is valid for only 30 days from the date issued. The RMA number is valid only for items originally listed in the request forms. The items are tested only for the problems listed in the RMA form. "Dead on Arrival" must be reported within 72 hours of receipt. Defacing labels on parts & components and physical damage or re-work done to the product voids warranty. Please be sure to include all accessories and hardware in its original condition. Products which Tracking Solutions Corp determines to be repairable will be repaired and returned. Products which cannot be repairable will be replaced by the nearest equivalent product available at that time as agreed upon. SIM Card Activation charges are not refundable. A 20% restocking fee applies to units returned for credit if credit is approved. Refund is paid in the same manner as original purchase. Refund checks will be mailed within 14 business days from the date merchandise has been returned. Please print RMA number legibly on top of the package. Packages w/o RMA number will not be accepted. All shortcomings, discrepancies, short-shipment etc. should be brought to the notice of Tracking Solutions Corp. within a period of 5 days from the date of the receipt; Tracking Solutions Corp. will not be responsible or liable thereafter.

CONDITIONS TO VOID WARRANTY.

This warranty applies only to defects in parts and workmanship relating to normal use. It does not cover:

- Damage caused by disaster such as fire, flood, wind, earthquake or lightning;
 - Damage due to causes beyond the control of Tracking Solutions Corp such as excessive voltage, mechanical shock or water damage;
 - Damage caused by unauthorized attachment, alterations, modifications or foreign objects;
 - Damage caused by peripherals unless peripherals were supplied by Tracking Solutions Corp.
-

- Defects caused by failure to provide a suitable installation environment for the products;
- Damage caused by use of the products for purposes other than for which it was designed;
- Damage arising out of any other abuse, mishandling or improper application of the products.

DISCLAIMER OF WARRANTIES.

Tracking Solutions Corp liability for failure to repair the product under this warranty after a reasonable number of attempts will be limited to a replacement of the product, as the exclusive remedy for breach of warranty. Under no circumstances shall Tracking Solutions Corp be liable for any special, incidental, or consequential damages based upon breach of warranty, breach of contract, negligence, strict liability, or any other legal theory. Such damages include, but are not limited to, loss of profits, loss of the product or any associated equipment, cost of capital, cost of substitute or replacement equipment, facilities or services, down time, purchaser's time, the claims of third parties, including customers, and injury to property. Tracking Solutions Corp neither assumes nor authorizes any other person purporting to act on its behalf to modify or to change this warranty, nor to assume for it any other warranty or liability concerning this product. This disclaimer of warranties and limited warranty are governed by the laws of Florida, USA. This warranty contains the entire warranty and shall be in lieu of any and all other warranties, whether expressed or implied (including all implied warranties of merchantability or fitness for a particular purpose) and of all other obligations or liabilities on the part of Tracking Solutions Corp. Tracking Solutions Corp commits to have the entire system completely tested on a regular basis. However, despite frequent testing, and due to, but not limited to, criminal tampering or electrical disruption, it is possible for products to fail to perform as expected.

OUT OF WARRANTY REPAIRS.

Tracking Solutions Corp. will at its option repair or replace out-of-warranty products which are returned to its factory according to the following conditions:

A \$59.99 set fee which Tracking Solutions Corp has predetermined will be charged for each unit repaired. Products which Tracking Solutions Corp determines not to be repairable can be replaced by the nearest equivalent product available at that time. The current market price of the replacement product will be charged for each replacement unit.

Who pays for shipping for an out of warranty return?

Customer will be responsible for return shipping costs and insurance for out of warranty GPS Tracking Devices. Tracking Solutions Corp will not reimburse shipping costs.

Who pays for removal and reinstallation of out of warranty GPS Tracking devices?

Customer is responsible for all removal and installation related charges for out of warranty GPS Tracking Devices.

When returning an OUT OF WARRANTY product, we strongly recommend the use of a carrier that can track packages. Customer is responsible for insuring all OUT OF WARRANTY returned item. Tracking Solutions Corp. will not be responsible for any devices loss or damaged in shipping from Customer.

Tracking Solutions Corp does not handle Garmin related warranty issues. Customer must follow Garmin procedures and cover costs associated with removal of the original equipment, return of the damaged device, and reinstallation. Garmin will cover the cost of the delivery of the replacement unit.

Important Garmin Information:

Tracking Solutions Corp does not handle Garmin related warranty issues. Garmin offers 1 year limited warranty on all GPS Navigation Devices. Customer must follow Garmin procedures and cover costs associated with removal of the original equipment, return of the damaged device, and reinstallation. Garmin will cover the cost of the delivery of the replacement unit.

Labor Warranty

Tracking Solutions Corp. offers a three months labor warranty. Within the three months warranty period, Customer will not have to worry about paying extra money for installation problems

Labor Warranty Terms and benefits:

- Professional Installers will be available Monday – Friday from 8:00 am to 5:30 pm excluding holidays.
- Tracking Solutions will be the point of contact to report problems and schedule repair visits.
- All replacement parts are included.
- All Shipping costs associated with returning the damage materials and delivering the replacement materials are included.
- Installers will be dispatched to the agreed location within 24 hours during week days to quickly correct problems and reduce downtime.
- While the repair is been performed, the installed will check the GPS device and secure all connections.
- If the specific GPS Tracking Device is not available, a loaner unit will be provided until the replacement arrives.

Labor after the warranty period is invoiced at the then service fee, currently the professional labor fee is \$100 per unit per visit.

Our goal is to provide our Customers with outstanding service and performance.



7791 NW 46 Street, Suite 306
Doral FL, 33166
Phone: (305) 477-4599
Fax: (305) 647-6474

Estimate # HS10424
Date 02/17/2010
Expiration Date 03/17/2010
Sales Rep Daniel Ocampo

BILL TO
CITY OF DORAL
8300 NW 53RD STREET
DORAL FL, 33166
US

SHIPPING TO
CITY OF DORAL
8300 NW 53RD STREET
DORAL FL, 33166
US

Item	Product Description	Quantity	Rate	Amount
* VIERU – Central Mobile Video Unit	VIERU – Video Interior Exterior Recording unit - 1 mobile video unit, 1 interior camera, 2 exterior cameras, 2 removable (Swap) Hard Drives of 500GB each.	2.00	\$ 1,685.00	\$ 3370.00
* Installation	Professional Installation VIERU System	2.00	\$ 249.00	\$ 498.00
APC Door Sensor	APC Door Sensor & counter CPU	2.00	\$ 1,977.00	\$ 3954.00
Installation	Professional Installation & setup - APC & CPU unit	2.00	\$ 560.00	\$ 1120.00
IVR - AVIS Setup	IVR - AVIS System Setup	1.00	\$ 1,600.00	\$ 1600.00
SUB TOTAL				\$ 10,542.00
DISCOUNTS				\$ 0.00
TAXES				\$ 0.00
TOTAL				\$ 10,542.00

Thank you for your interest in our products and services!

NOTES

VIERU live remote access requires an additional 3G modem and monthly data plan not included.
The first 2 GPS units were taken out of the estimate, since they are a gift from Tracking Solutions Corp. to the City of Doral.

	Qty	Current Option	New Option
Central Mobile Video Unit (New: Wi-Fi, 3G)	1	\$950	\$1,520
Hard Drive - 500GB (New: No swap HD)	1	\$250	\$294
Camera - Interior (New: Brand Cam SONY)	1	\$150	\$200
Camera - Exterior (New: Brand Cam SONY)	2	\$335	\$400
		\$1,685	\$2,414
Difference		(\$729)	





7791 NW 46 Street, Suite 306
Doral FL, 33166
Phone: (305) 477-4599
Fax: (305) 647-6474

Estimate # HS10427
Date 01/28/2010
Expiration Date 02/28/2010
Sales Rep Daniel Ocampo

BILL TO
CITY OF DORAL
8300 NW 53RD STREET
DORAL FL, 33166
US

SHIPPING TO
CITY OF DORAL
8300 NW 53RD STREET
DORAL FL, 33166
US

Item	Product Description	Quantity	Rate	Amount
GPS Service - Public Transportation	TSO Public Transportation Monthly Service (GPS Tracking, Public Web Portal, APC, VIERU, AVIS)	2.00	\$ 139.99	\$ 279.98
SUB TOTAL				\$ 279.98
DISCOUNTS				\$ 0.00
TAXES				\$ 0.00
TOTAL				\$ 279.98

Thank you for your interest in our products and services!

NOTES

Monthly professional service.
VIERU high speed internet service not included.
AVIS service includes 500 incoming minutes, additional incoming minutes at \$0.05 per min.