



@Road Service Description

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Version 3

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General

This Services Description (“SD”) sets forth a description of certain of the @Road Services that may be provided to customers of @Road under any applicable service agreements or service schedules between the parties. For purposes of defining the Services under an applicable agreement or schedule, this SD sets forth the definitive definition thereof, and shall supersede any other agreement or arrangement between the parties, oral or written, regarding the definition, description, scope, or functionality of the Services. @Road and iLM are registered trademarks of @Road, a division of Trimble Navigation Limited. The @Road logo, GeoManager, iDT, @Road Pathway, @Road Portico, FieldServices, TimeConnect, and Internet Location Manager are trademarks and/or service marks of @Road, a division of Trimble Navigation Limited. All other trademarks and/or service marks used are the property of their respective owners. The information contained herein and the description(s) of each Service sold under any service agreement or schedule is not intended to be, and should not be considered, legal advice. Customers are urged to consult with their own counsel in connection with the particular use to which the customer puts each such Service and the potential implications from that use. Unless otherwise set forth in this document, capitalized terms in this SD shall have the mean ascribed to them in an applicable service agreement or service schedule between @Road and its customer(s). **@Road may amend this SD from time to time without notice to Customer.**

Part I: @Road Subscription Services

1. @Road GeoManager_{SM} iLM Service

1.1 Service Description. The @Road GeoManager iLM Service uses the @Road iLM® Internet Location Manager, a proprietary wireless and GPS-enabled device, to provide @Road location services for end users. Such services include:

- (a) scheduled updates every fifteen minutes;
- (b) mapping capabilities;
- (c) simultaneous access by more than one end user;
- (d) location-on-demand capabilities for obtaining updated information about a particular mobile asset or worker;
- (e) the ability to post 2,000 user-defined destinations and locations ("landmarks") in a customized mapping database;
- (f) the capability of producing map-based trails of routes;
- (g) stores and forwards location information when a device is outside the coverage area;
- (h) data storage for a maximum of ninety (90) days;
- (i) displays the name, direction, and distance from an address and/or landmark;
- (j) user-definable range for triggering a designated landmark location to be listed on reports and customized views;
- (k) vehicle maintenance feature for efficient servicing of mobile assets based on mileage;
- (l) scheduled reports based on customer defined parameters.
- (m) exception services – basic package

For each subscription to the @Road GeoManager iLM Service purchased, @Road shall provide to Customer, at no additional charge, the *Exception Services – Premium Package* (see section entitled "Exception Services" in Part III of this SD).

In addition, purchasers of the @Road GeoManager iLM Service will receive, at no additional charge, the Additional Subscriber Groups and Users value-add enhancement service and the Account Grouping value-add enhancement service for up to fifty (50) groups (see applicable sections for such value-add enhancement services in Part III of this SD).

1.2 Service Conditions. The requirements, specifications, conditions, contingencies, and exceptions below apply to the @Road GeoManager iLM Service.

- (a) Functionality of the service is limited to and by the functionality and limitations of the global positioning system, wireless networks, and the Internet.
- (b) Data collected by the service while out of wireless coverage or without calling connectivity may not be able to be stored and retrieved by Customer when wireless coverage or when calling connectivity is restored.

- (c) The service will go into a "sleep" mode after approximately four hours of non-use and will not report location information until the ignition in the vehicle in which the applicable iLM is installed is started.
- (d) The service does not collect and store data in real time and delays in receipt of data are normal.
- (e) Antennae used in connection with the service should have an unobstructed view of the sky.
- (f) The service may not operate in enclosed spaces, in buildings, between tall buildings, underground, or in canyons.
- (g) Data produced by the service is capable of being intercepted by third parties without knowledge or permission from @Road.
- (h) Use of the service may have user privacy implications. Whether, and to what extent, a user's privacy rights are implicated may be affected by such things as: the use to which the Service is put; the information that is gathered by the Service; the dissemination of information that is gathered; the actions that are taken based upon the information gathered; the user's knowledge and/or consent to such monitoring; the policies and procedures that have been implemented and communicated by the administrator; and current federal and state laws, regulations and constitutional rights applicable to the user.
- (i) @Road will not be required to copy, reproduce, or otherwise back up any Customer data collected or generated by Customer's user of the Service.

2. @Road GeoManager iLM SMB Service

2.1 Service Description. The @Road GeoManager iLM SMB (small/medium business) Service uses the @Road iLM Internet Location Manager, a proprietary wireless and GPS-enabled device, to provide @Road location services for end users. Such services include:

- (a) scheduled updates every fifteen minutes;
- (b) mapping capabilities;
- (c) simultaneous access by more than one end user;
- (d) location-on-demand capabilities for obtaining updated information about a particular mobile asset or worker;
- (e) the ability to post 1,000 user-defined destinations and locations ("landmarks") in a customized mapping database;
- (f) the capability of producing map-based trails of routes;
- (g) the ability to store and forward location information when a device is outside the coverage area;
- (h) data storage for a maximum of ninety (90) days;
- (i) display of the name, direction and distance from an address and/or landmark;

- (j) user-definable range for triggering a designated landmark location to be listed on reports and customized views;
- (k) vehicle maintenance feature for efficient servicing of mobile assets based on mileage;
- (l) scheduled reports based on customer defined parameters;
- (m) exception services – basic package.

For each subscription to the @Road GeoManager iLM SMB Service purchased, @Road shall provide to Customer, at no additional charge, the *Exception Services – Premium Package* (see section entitled “Exception Services” in Part III of this SD).

Subscribers to the @Road GeoManager iLM SMB Service have access to a subset of the optional features that are available to users of the more robust version of @Road GeoManager iLM, which is designed for the needs of enterprise customers. The optional features available to Subscribers of the @Road GeoManager iLM SMB Service include only the following: (for detail, see Part III of this Agreement)

- (a) State Mileage Report
- (b) Messaging and Forms
- (c) Work Flow Status
- (d) More Frequent Update Service
- (e) StatSensor Service
- (f) TempSensor Service
- (g) TCP Connect Service
- (h) GPS Data Feed
- (i) Custom Field Labels, which add multiple levels of labeling information for display in @Road MapView
- (j) Rectangular Landmarks, in addition to the standard circle landmarks

2.2 Service Conditions. The requirements, specifications, conditions, contingencies, and exceptions below apply to the @Road GeoManager iLM SMB Service.

- (a) Functionality of the service is limited to and by the functionality and limitations of the global positioning system, wireless networks, and the Internet.
- (b) Data collected by the service while out of wireless coverage or without calling connectivity may not be able to be stored and retrieved by Customer when wireless coverage or calling connectivity are restored.
- (c) The service will go into a “sleep” mode after approximately four hours of non-use and will not report location information until the ignition in the vehicle in which the applicable iLM is installed is started.

- (d) The service does not collect and store data in real time and delays in receipt of data are normal.
- (e) Antennae used in connection with the service should have an unobstructed view of the sky.
- (f) The service may not operate in enclosed spaces, in buildings, between tall buildings, underground, or in canyons.
- (g) Data produced by the service is capable of being intercepted by third parties without knowledge or permission from @Road.
- (h) Use of the service may have user privacy implications. Whether, and to what extent, a user's privacy rights are implicated may be affected by such things as: the use to which the Service is put; the information that is gathered by the Service; the dissemination of information that is gathered; the actions that are taken based upon the information gathered; the user's knowledge and/or consent to such monitoring; the policies and procedures that have been implemented and communicated by the administrator; and current federal and state laws, regulations and constitutional rights applicable to the user.

3. @Road GeoManager PE Service

3.1 *Service Description.* The @Road GeoManager PE Service uses a GPS Java-enabled cellular phone to provide @Road location services for mobile-users. Such services include:

- (a) scheduled updates every fifteen (15) minutes;
- (b) mapping capabilities;
- (c) simultaneous access by more than one end user;
- (d) location-on-demand capabilities for obtaining updated information about a particular mobile asset or worker;
- (e) the ability to post up to 2000 user-defined destinations and locations ("landmarks") in a customized mapping database;
- (f) the capability of producing map-based trails of routes;
- (g) "stores and forwards" location information when a mobile user is outside the coverage area; and
- (h) data storage for a maximum of fourteen (14) days.

For each subscription to the @Road GeoManager PE Service purchased, @Road shall provide to Customer, at no additional charge, the *TimeConnect_{SM} Service* (see section entitled "TimeConnect Service" in Part II of this SD).

Further, for each subscription to the @Road GeoManager PE Service purchased, @Road shall provide to Customer, at no additional charge, the *Exception Services – Basic Package* (see section entitled "Exception Services" in Part III of this SD).

In addition, purchasers of the @Road GeoManager PE Service will receive, at no additional charge, the Additional Subscriber Groups and Users value-add enhancement service and the

Account Grouping value-add enhancement service for up to fifty (50) groups (see applicable sections for such value-add enhancement services in Part III of this SD).

3.2 *Service Conditions.* The requirements, specifications, conditions, contingencies, and exceptions below apply to the @Road GeoManager PE Service.

- (a) Functionality of the Service is limited to and by the functionality and limitations of the global positioning system, wireless networks, the Internet and the mobile telephones used in connection with the Service.
- (b) Data collected by the Service while out of wireless coverage or without calling connectivity may not be stored and retrieved by Customer when within wireless coverage or when calling connectivity is restored.
- (c) The Service does not collect and store data in real time and delays in receipt of data are normal.
- (d) The mobile telephone used in connection with the Service should have an unobstructed view of the sky.
- (e) The Service may not operate in enclosed spaces, in buildings, between tall buildings, underground, or in canyons.
- (f) Data produced by the Service is capable of being intercepted by third parties without knowledge or permission from @Road.
- (g) The Service is intended to monitor and make available information concerning the activities of a user of a mobile telephone in which the applicable software is installed. Use of the may have user privacy implications. Whether, and to what extent, a user's privacy rights are implicated may be affected by such things as: the use to which the Service is put; the information that is gathered by the Service; the dissemination of information that is gathered; the actions that are taken based upon the information gathered; the user's knowledge and/or consent to such monitoring; the policies and procedures that have been implemented and communicated by the administrator; and current federal and state laws, regulations and constitutional rights applicable to the user.
- (h) A mobile telephone user can disable the Service at any time by closing the applicable software application thereon. Advising the user of this capability may minimize the privacy implications noted above.
- (i) The Service requires @Road-approved Motorola wireless phones and applicable @Road-approved versions of corresponding phone software. Customer should verify that its phones meet the minimum requirements for application download.

4. @Road Pathway_{SM} PE Service

4.1 *Service Description.* The @Road Pathway PE Service uses a GPS Java-enabled cellular phone to provide @Road location services for mobile-users. Such services include:

- (a) scheduled updates every five (5) minutes, provided however, the Service shall only determine location at five-minute intervals, rather than continuously determining location but updating and/or reporting such information every five minutes;

- (b) limited mapping capabilities, showing last mobile device location and mobile device path
- (c) (c) simultaneous access by more than one end user;
- (d) location-on-demand capabilities for obtaining updated information about a particular mobile asset or worker;
- (d) the ability to view mobile device location on a status page;
- (e) the ability to post up to 2,000 user-defined destinations and locations ("landmarks") in a customized mapping database as may be determined by @Road;
- (f) "store and forward" service for location information when a mobile user is outside the coverage area;
- (g) reports displaying activity detail and stops, with street address and activity statistics; and
- (h) data storage for a maximum of fourteen (14) days.

For each subscription to the @Road Pathway PE Service purchased, @Road shall provide to Customer, at no additional charge, the *TimeConnect_{SM} Service* (see section of this SD entitled "TimeConnect Service").

For each subscription to the @Road Pathway PE Service purchased, @Road shall provide to Customer, at no additional charge, the *Exception Services – Basic Package* (see section of this SD entitled "Exception Services").

4.2. *Service Conditions.* The specifications below apply to the @Road Pathway PE Service.

- (a) Functionality of the Service is limited to and by the functionality and limitations of the global positioning system, wireless networks, the Internet and the mobile telephones used in connection with the Service.
- (b) Data collected by the Service while out of wireless coverage or without calling connectivity may not be able to be stored and retrieved by Customer when within wireless coverage or when calling connectivity is restored.
- (c) The Service does not collect and store data in real time and delays in receipt of data are normal.
- (d) The mobile telephone used in connection with the Service should have an unobstructed view of the sky.
- (e) The Service may not operate in enclosed spaces, in buildings, between tall buildings, underground, or in canyons.
- (f) Data produced by the Service is capable of being intercepted by third parties without knowledge or permission from @Road.
- (g) The Service is intended to monitor and make available information concerning the activities of a user of a mobile telephone in which the applicable software is installed. Use of the Service may have user privacy implications. Whether, and to what extent, a user's privacy rights are implicated may be affected by such things as: the use to which the Service is put; the information that is gathered by the Service; the dissemination of information that is gathered; the actions that are taken based upon the information gathered; the user's knowledge and/or consent

to such monitoring; the policies and procedures that have been implemented and communicated by the administrator; and current federal and state laws, regulations and constitutional rights applicable to the user.

- (h) A mobile telephone user can disable the Service at any time by closing the applicable software application. Advising the user of this capability may minimize the privacy implications noted above.
- (i) The Service requires @Road-approved Motorola wireless phones and applicable @Road-approved versions of corresponding phone software. Customer should verify that its phones meet the minimum requirements for application download.
- (j) @Road will not be required to copy, reproduce, or otherwise back up any Customer data collected or generated by Customer's user of the Service.

5. @Road Pathway iLM Service

5.1 *Service Description.* The @Road Pathway iLM Service uses the in-vehicle iLM device to provide location services for mobile-users. Such services include:

- (a) scheduled updates every fifteen minutes;
- (b) mapping capabilities;
- (c) simultaneous access by more than one end user;
- (d) location-on-demand capabilities for obtaining updated information about a particular mobile asset or worker;
- (e) the ability to post up to 1000 user-defined destinations and locations ("landmarks") in a customized mapping database as may be determined by @Road;
- (f) Basic reports such as activity detail, stops and activity summary for a selected device;
- (g) Storing location information collected from the iLM for up to thirty (30) days;
- (h) Enabling tracking of mobile device servicing schedule based on mileage information;
- (i) Including landmark exception feature that provides information on event occurs when a Subscriber arrives at or departs from a landmark specified by the customer;

For each subscription to the @Road Pathway iLM Service purchased, @Road shall provide to Customer, at no additional charge, the *Exception Services – Basic Package* (see section of this SD entitled "Exception Services").

In addition, purchasers of the @Road Pathway iLM Service will receive, at no additional charge, the *Additional Subscriber Groups and Users* value-add enhancement service and the Account Grouping value-add enhancement service for up to fifty (50) groups (see applicable sections for such value-add enhancement services in Part II of this SD).

5.2 *Service Conditions.* The requirements, specifications, conditions, contingencies, and exceptions below apply to the @Road Pathway iLM Service.

- (a) Functionality of the service is limited to and by the functionality and limitations of the global positioning system, wireless networks, and the Internet.

- (b) Data collected by the service while out of wireless coverage or without calling connectivity may not be able to be stored and retrieved by Customer when wireless coverage or when calling connectivity is restored.
- (c) The service will go into a "sleep" mode after approximately four hours of non-use and will not report location information until the ignition in the vehicle in which the applicable iLM is installed is started.
- (d) The service does not collect and store data in real time and delays in receipt of data are normal.
- (e) Antennae used in connection with the service should have an unobstructed view of the sky.
- (f) The service may not operate in enclosed spaces, in buildings, between tall buildings, underground, or in canyons.
- (g) Data produced by the service is capable of being intercepted by third parties without knowledge or permission from @Road.
- (h) Use of the service may have user privacy implications. Whether, and to what extent, a user's privacy rights are implicated may be affected by such things as: the use to which the Service is put; the information that is gathered by the Service; the dissemination of information that is gathered; the actions that are taken based upon the information gathered; the user's knowledge and/or consent to such monitoring; the policies and procedures that have been implemented and communicated by the administrator; and current federal and state laws, regulations and constitutional rights applicable to the user.

6. @Road Pathway PW Service

6.1 Service Description. The @Road Pathway PW (Public Works) Service uses a GPS Java-enabled cellular phone to provide @Road location services for mobile users. It is uniquely suited to remotely capture individual worker log-in/out times, to benefit businesses that use seasonal or temporary contractors. Services include:

- (a) scheduled updates every five (5) minutes, provided however, the Service shall only determine location at five-minute intervals, rather than continuously determining location but updating and/or reporting such information every five minutes;
- (b) mapping capabilities;
- (c) simultaneous access by more than one end user;
- (d) location-on-demand capabilities for obtaining updated information about a particular mobile asset or worker;
- (e) the ability to post user-defined destinations and landmarks on a customized mapping ;
- (f) the ability to create up to 10 groups and up to 10 additional users with access to the on-line application;

- (g) "store and forward" service for location information when a mobile user is outside the coverage area;
- (h) reports displaying activity detail and stops, with street address and activity statistics, and custom summary reports unique to this service which can be used as a substitute for time cards;
- (i) simplified handset user interface that only requires Serial Number and PIN to be entered when the application is first installed, not during subsequent log-in activities, and "log-in" & "log-out" functionality used as virtual timecard "punch-in" and "punch-out"; and
- (j) data storage for a maximum of ninety (90) days.

For each subscription to the @Road Pathway PW Service purchased, @Road shall provide to Customer, at no additional charge, the *Exception Services – Basic Package* (see section of this SD entitled "Exception Services").

6.2. *Service Conditions.* The specifications below apply to the @Road Pathway PW Service.

- (a) Functionality of the Service is limited to and by the functionality and limitations of the global positioning system, wireless networks, the Internet and the mobile telephones used in connection with the Service.
- (b) Data collected by the Service while out of wireless coverage or without calling connectivity may not be able to be stored and retrieved by Customer when within wireless coverage or when calling connectivity is restored.
- (c) The Service does not collect and store data in real time and delays in receipt of data are normal.
- (d) The mobile telephone used in connection with the Service should have an unobstructed view of the sky.
- (e) The Service may not operate in enclosed spaces, in buildings, between tall buildings, underground, or in canyons.
- (f) Data produced by the Service is capable of being intercepted by third parties without knowledge or permission from @Road.
- (g) The Service is intended to monitor and make available information concerning the activities of a user of a mobile telephone in which the applicable software is installed. Use of the Service may have user privacy implications. Whether, and to what extent, a user's privacy rights are implicated may be affected by such things as: the use to which the Service is put; the information that is gathered by the Service; the dissemination of information that is gathered; the actions that are taken based upon the information gathered; the user's knowledge and/or consent to such monitoring; the policies and procedures that have been implemented and communicated by the administrator; and current federal and state laws, regulations and constitutional rights applicable to the user.
- (h) A mobile telephone user can disable the Service at any time by closing the applicable software application. Advising the user of this capability may minimize the privacy implications noted above.

- (i) The Service requires @Road-approved Motorola wireless phones and applicable @Road-approved versions of corresponding phone software. Customer should verify that its phones meet the minimum requirements for application download.
- (j) @Road will not be required to copy, reproduce, or otherwise back up any Customer data collected or generated by Customer's user of the Service.
- (k) The Service shall only determine location and record Events every five minutes. The Service will not continuously determine location and record Events, regardless of when such data or information is updated and/or reported to Customer.

7. @Road Portico_{SM} iLM Service

7.1 *Service Description.* The @Road Portico iLM Service uses the in-vehicle iLM device to provide location services for mobile-users. Such services include

- (a) scheduled updates every thirty minutes;
- (b) mapping capabilities;
- (c) simultaneous access by more than one end user;
- (d) location-on-demand capabilities for obtaining updated information about a particular mobile asset or worker;
- (e) Basic reports such as activity detail, stops and activity summary for a selected device;
- (f) Storing location information collected from the iLM for up to fourteen (14) days;

7.2 *Service Conditions.* The requirements, specifications, conditions, contingencies, and exceptions below apply to the @Road Portico iLM Service.

- (a) Functionality of the service is limited to and by the functionality and limitations of the global positioning system, wireless networks, and the Internet.
- (b) Data collected by the service while out of wireless coverage or without calling connectivity may not be able to be stored and retrieved by Customer when wireless coverage or when calling connectivity is restored.
- (c) The service will go into a "sleep" mode after approximately four hours of non-use and will not report location updates until the ignition in the vehicle in which the applicable iLM is installed is started.
- (d) The service does not collect and store data in real time and delays in receipt of data are normal.
- (e) Antennae used in connection with the service should have an unobstructed view of the sky.
- (f) The service may not operate in enclosed spaces, in buildings, between tall buildings, underground, or in canyons.
- (g) Data produced by the service is capable of being intercepted by third parties without knowledge or permission from @Road.

- (h) Use of the service may have user privacy implications. Whether, and to what extent, a user's privacy rights are implicated may be affected by such things as: the use to which the Service is put; the information that is gathered by the Service; the dissemination of information that is gathered; the actions that are taken based upon the information gathered; the user's knowledge and/or consent to such monitoring; the policies and procedures that have been implemented and communicated by the administrator; and current federal and state laws, regulations and constitutional rights applicable to the user.

Part II: @Road Solution Suites

1. Solution Suite for Transportation and Distribution

The Solution Suite for Transportation and Distribution consists of the GeoManager iLM Service and each of the following additional enhancement services:

- J1708/OBD II Vehicle Diagnostics
- Route Compliance
- Driver Logs
- State Mileage Report
- Direct Data or API Query (customer will select which of these two features is applicable)
- Two-way Communications (Messaging)

For more detailed descriptions of GeoManager and each of the above enhancement services, see that portion of this SD describing that service.

Part III: @Road Value-add Enhancement Services

In addition to such service conditions as set forth in the descriptions below, all @Road Value-add Enhancement Services are subject to the following general Service Conditions:

- (a) Customer must be an @Road customer in good standing to one or more of the Subscription Services set forth in this SD (see Part I), and the value-add enhancement service purchased must be confirmed by @Road to be compatible and available for use with such Subscription Service;
- (b) To use the Service, Customer must have purchased, installed and/or activated the related end user's hardware to be used with the applicable Subscription Service;
- (c) Use of the value-add enhancement service, and any data generated thereby, shall be subject to the same limitations, restrictions, conditions, and contingencies as use of, or data generated by, the applicable Subscription Service.

1. Account Grouping

Customers may assign mobile devices and mobile device groups (created with the Additional Subscriber Groups and Users service) to customized mobile device groups.

2. Additional Landmarks

With each subscription service, customers may add predefined number of landmarks to their account. With the Additional Landmark feature, customers can increase that number in increments of 1,000.

3. Additional Subscriber Groups and Users

Additional Subscriber Groups and Users function, Customers may create and maintain users with unique login names. Users may be assigned to mobile device groups.

4. API Query

API Query is a programmable interface for customers to develop applications using the data collected by @Road. API Query includes an @Road-defined list of API calls.

5. DirectData

5.1 Service Description. DirectData provides a programmatic method to deliver automatically specified portions of @Road-generated customer data into a customer's third-party databases or applications. DirectData specifically executes the following:

- (a) Provides real-time feed of customer's location data (and messaging data as applicable) to a database maintained by the customer;
- (c) May require integration services by or with @Road to ensure DirectData connection is operating correctly.

5.2 *Service Limitations.* The requirements, specifications, conditions, contingencies, and exceptions below apply to the service.

- (a) Data flow is unidirectional from @Road devices to customer's specified back-office databases or applications;
- (b) DirectData provides secure, XML-based transmission to the customer site. Customer is responsible for securing data once transmission is complete;

6. Driver Logs Service

6.1 *Service Description.* The Driver Logs Service allows Customer and its end users to enter and generate electronically certain information and logs that may be required of Customer by the United States Department of Transportation and certain corresponding state departments. Specifically, the U.S. Department of Transportation requires motor carrier companies and drivers to comply with certain "hours of service" regulations (see 49 C.F.R. Part 395, et seq.). The Driver Logs Service enables users of the Driver Logs Services to

- (a) enter duty status changes for completion of the driver's daily log that contains a grid and graph presentation of duty times;
- (b) review driving summary, including Total On-Duty Hours, Total Driving Hours today, Total Hours On Duty over the last seven (7) days, and Total House Driving over the last eight (8) days;
- (c) Review the duty status changes for the previous eight (8) days; and
- (d) Review daily details.
- (e) generate driver's daily log with grid, graph and recap table;
- (f) generate, download, and print out driver's daily log for signature;
- (g) set up and configure driver profiles;
- (h) input off duty status;
- (i) add, edit and delete duty status changes; and
- (j) generate and download certain @Road-supplied reports;

The Driver Logs Service also includes @Road standard Two-way Communications Services.

6.2 *Service Conditions.* The requirements, specifications, contingencies, and exceptions below apply to the service.

- (a) Customers and users of the Driver Logs Service will require @Road firmware versions that may change from time to time in the hardware products and equipment used in

connection with the GeoManager Service. There may be a fee to upgrade firmware versions.

- (b) To use the Service, Customer must have purchased, and must maintain in good standing, the @Road Two-way Communication Services (Messaging Service), and all equipment required to operate such service (including but not limited to the applicable DT).
- (c) The Driver Logs Service will store data generated by it and data generated by the applicable Subscription Service for a maximum of one (1) month.
- (d) THE INFORMATION, REPORTS, AND LOGS GENERATED BY THE DRIVER LOGS SERVICE ARE WHOLLY DEPENDENT ON THE INFORMATION SUPPLIED BY AND ENTERED BY CUSTOMER AND ITS USERS. @ROAD MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, THAT THE CUSTOMER IS REQUIRED TO REPORT ANY INFORMATION UNDER ANY APPLICABLE FEDERAL, STATE, OR LOCAL LAW, RULE, OR REGULATION, AND, FURTHER, THAT THE INFORMATION, LOGS, AND REPORTS GENERATED BY THE DRIVER LOGS SERVICE WILL RENDER CUSTOMER IN COMPLIANCE WITH ANY APPLICABLE FEDERAL, STATE OR LOCAL LAW, RULE, OR REGULATION. CUSTOMER IS URGED TO CONSULT WITH ITS OWN COUNSEL TO DETERMINE WHAT INFORMATION IS REQUIRED UNDER SUCH APPLIABLE FEDERAL, STATE OR LOCAL LAW, RULE, OR REGULATION.

7. Exception Services

7.1 *Service Description.* An “Event” is activity of a Subscriber that satisfies or breaches a Service-related condition or conditions as configured by the Customer, as the case may be, which is producible as a line item in an Exception Services report; different types of Events are more fully described below. A “Subscriber” is defined as a vehicle installed with the necessary hardware and software so as to use and access the service. Exception Services are available in five (5) packages. Specifications for each of the packages are set forth below.

Exception Services package name	Included Event types	Included reporting frequency
Exception Services – Basic Package	Speed Idling Landmark	Historical
Exception Services – Premium Package	Speed Idling Landmark Proximity Stop Stop Count Subscriber Vicinity Zone	Historical Current
Exception Services – Messaging Package	Messaging Forms	Historical Current
Exception Services – Sensor Status Package	Status	Historical Current
Exception Services – Temperature Status Package	Temperature	Historical Current

- (a) General description of Event types (the specific satisfaction or breach parameters for each Event type is further defined by Customer's configuration of same):
- Speed* – An Event occurs when a Subscriber exceeds speed and duration thresholds specified by the Customer.
 - Idling* – An Event occurs when a Subscriber's vehicle Idles for a period greater than a threshold specified by the Customer. A vehicle "Idles" when the vehicle's ignition is on and the vehicle is stationary for more than two (2) minutes.
 - Landmark* – An Event occurs when a Subscriber stops at a "landmark" – a location specified by the Customer – for a period greater than a threshold specified by the Customer.
 - Landmark Proximity* – An Event occurs when a Subscriber arrives at or departs from a landmark specified by the Customer. More particularly, the Event occurs when the Subscriber is within a radius of the landmark, the size of which is specified by the Customer, for at least one (1) minute.
 - Stop* – An Event occurs when the daily aggregate time during which a Subscriber is immobile at one location is greater than a threshold specified by the Customer.
 - Stop Count* – An Event occurs when the aggregate number of times a Subscriber stops at a location in one day is greater than a threshold specified by the Customer.
 - Messaging* – An Event occurs when a Subscriber sends a text message specified by the Customer using the @Road Messaging service.
 - Forms* – An Event occurs when a Subscriber sends a completed form field specified by the Customer using the @Road MobileForms service.
 - Temperature Status* – An Event occurs when the monitored temperature exceeds temperature and duration thresholds specified by the Customer.
 - Sensor Status* – An Event occurs when the monitored sensor records a change in status (e.g., on or off, such as for a door opening or closing).
 - Subscriber Vicinity* – An Event occurs when more than a specified number of Subscribers are stopped within a specified distance from each other for greater than a specified period of time. Customer specifies the threshold values for the number of Subscribers, distance and period of time.
 - Zone* – An Event occurs when a Subscriber enters or departs from a geographic area specified by Customer. The geographic area may be a zip code, city, county, state or country.
- (b) Reporting frequency.
- (1) "Historical" – A report describing an Event or Events is made available one business day after the Service processes such Event or Events. Speed, Idling,

Landmark, Landmark Proximity, Zone, Stop, Stop Count, Subscriber Vicinity, Messaging, Forms, Temperature Status and Sensor Status Events are available as Historical reports.

(2) "Current" – A report describing an Event or Events is made available promptly after the Service processes such Event or Events. Speed, Idle, Landmark Proximity, Zone, Messaging, Forms, Temperature Status and Sensor Status Events are available as Current reports.

7.2 *Service Conditions.* The Exception Services packages are made contingent on any requirements and specifications for the @Road GeoManager Service otherwise set forth in this SD. In addition, the specifications below apply to the each Exception Services package.

- (a) Requirements:
 - (1) Subscribers to the Service who are also GeoManager Subscribers will require @Road firmware versions that may change from time to time in the hardware products and equipment used in connection with the GeoManager Service. There may be a fee to upgrade firmware versions.
 - (2) In addition to the above, Subscribers to the Messaging Package must be @Road Two-way Communication customers in good standing.
 - (3) In addition to the above, Subscribers to the Switch Status Package must be @Road Switch Status service customers in good standing.
 - (4) In addition to the above, Subscribers to the Temperature Sensor Package must be @Road Temperature Status customers in good standing.
- (b) Monitoring parameters and schedules are available for selected Event types, e.g., monitor vehicle speed greater than 65 miles per hour during business hours. Where available, the Customer shall be able to create monitoring parameters and schedules.
- (c) Events are communicated to the Customer by report. For each Exception Services package, reports are made available to Customer in all of the following formats:
 - (1) *Online* – The Customer may use its login and password information provided in connection with the @Road GeoManager service to use the internet to access webpages of Event reports. The @Road website address is www.road.com.
 - (2) *Email attachment* – Via the @Road website, the Customer may use its login and password information provided in connection with the @Road GeoManager service to specify an email address to which specified Event reports will be sent as an attachment. The Customer may specify one or two email addresses to which the email shall be sent. The Customer may also choose between a PC version and a condensed mobile device version of the selected reports. The mobile device version is designed to be received and processed by mobile devices enabled with the industry standard Short Message Service.

- (3) *Notification console* – Via the @Road website, the Customer may use its login and password information provided in connection with the GeoManager service to access a webpage that posts Events as they are processed by the Service.
- (d) The Service can monitor Events for all or a group of Subscribers selected by Customer.

@Road may suspend or terminate the service immediately upon written notice to Customer in the event that a Subscriber generates more than one thousand (1,000) Events in any calendar month.

8. Extended Data Storage Service

The Extended Data Storage Service enables customers to extend the period of time @Road customer-specific data is maintained on @Road servers beyond the standard period.

9. FieldServices

9.1 *Service Description.* @Road FieldServices provides 18 reports to measure workforce productivity. With FieldServices, customers may apply custom business rules to measure and analyze planned work performance versus actual work performance. FieldServices Reports measure four key metrics:

- (a) *Departure information* reports when workers leave their starting point, usually a yard or terminal;
- (b) *End-of-Shift arrival information* reports when mobile workers return to their starting point;
- (c) *Time spent in work centers, terminals, or yards* measures the amount of time mobile workers spend at each work center and the number of stops made at each location;
- (d) *Mileage and travel time* captures and measures the amount of time required for mobile workers to travel from a starting point to various work centers along each route.

FieldServices reports may be generated on-demand or scheduled for delivery.

9.2 *Service Limitations.* The requirements, specifications, conditions, contingencies, and exceptions below apply to the service.

- (a) The Service is not designed for continuous, round-the-clock, field service usage;

10. Forms and Two Way Communication (Messaging).

The Forms and Two-way Communication (Messaging) Service includes the following features:

- (a) ability to send a maximum of thirty (30) predefined text messages between end-users and the home office or dispatch; includes the ability to store up to 30

messages in the Inbox, and up to 20 messages in Outbox (Customer has the ability to append the predefined messages with additional text of up to 20 additional characters per message);

- (b) ability to configure up to ten (10) forms and ten (10) form fields per form, a maximum of twenty (20) characters per field, entering data, submitting and generating forms, and reporting results; and
- (c) option for end-users to enter work status categories for workflow checking and reporting (maximum of 10 status event types).

11. GPS Data Feed

@Road GPS Data Feed offers cable-based transfer of current vehicle location data from the iLM device to a mobile computer for use with third-party driving direction applications.

12. J1708 and OBD II Vehicle Diagnostics

12.1 Service Description. J1708 Vehicle Diagnostics allows a manager to remotely monitor vehicle performance, engine malfunctions, and driver behavior. Features are:

- (a) Visibility into vehicle information- When used with the iLM, the manager/dispatcher can monitor important engine parameters as well as driver behavior.
- (b) Client application- In-vehicle malfunction and driver behavior monitoring, hosted by @Road.
- (c) Reports- Two types of report (Trip Detail and Trip Summary Report). Data is sent to @Road's server after each trip. A trip is defined as a KEY-ON, then KEY-OFF sequence.
 1. Trip Detail Report includes:
 - Date
 - Time
 - Fault description
 - Actual speed
 - Idle time
 - Miles per gallon
 - Number of sudden acceleration
 - Number of sudden deceleration
 - Total fuel consumption
 - Driving fuel
 - Idling fuel
 - PTO fuel
 - Odometer
 - PTO distance
 - Trip duration
 - Driving duration
 - Max speed and average speed

- Stop count
- Start location
- End location

2. Trip Summary Report includes the each day's total and average for all the parameters listed above.

(d) Exceptions- All fault descriptions from engine malfunctions generate exceptions which the user can choose to receive in real-time or at the end of each day.

12.2. *Service Limitations.* The requirements, specifications, conditions, contingencies, and exceptions below apply to the J1708 Vehicle Diagnostics service.

- (a) Subscribers to the J1708 Vehicle Diagnostics Service require Internet Location Manager equipment with currently specified @Road firmware version. There may be a fee to upgrade to a suitable firmware version.
- (b) J1708 Vehicle Diagnostics Service cannot be used simultaneously with @Road 802.11-enabled equipment or any other serial device(s) other than the @Road iDT.
- (c) J1708 Vehicle Diagnostics Service will only operate in conjunction with Internet Location Manager devices with the currently specified amount of memory. Please contact your @Road customer representative to determine whether the iLM devices employed will support the J1708 Vehicle Diagnostic Service.

12.3 *Service Description.* OBD II Vehicle Diagnostics allows a manager to remotely monitor vehicle performance, engine malfunctions, and driver behavior. Features are:

- (a) [SECTION RESERVED]

12.4 *Service Limitations.* The requirements, specifications, conditions, contingencies, and exceptions below apply to the OBD II Vehicle Diagnostics service.

- (a) [SECTION RESERVED]

13. Mobile Enterprise Access (MEA)

13.1 *Service Description.* @Road Mobile Enterprise Access (MEA) solution delivers mobile workforce access to enterprise ERP, CRM or database systems using a standards-based J2ME and GPS enabled device such as @Road-authorized Motorola phones. Customers may send and retrieve data between such devices in the field and such systems. Major components include:

- (a) @Road GeoManager PE (Pocket Edition) with MEA as an optional feature
Downloadable client application that resides on a J2ME compliant, GPS enabled mobile phone.
- (b) Mobile Enterprise Adapter
These software adapters run as applications on the servers that host the customer's database, ERP or CRM applications, and function as the translation

layers that communicate between these back office applications and @Road data center systems.

13.2. Service Limitations. The requirements, specifications, conditions, contingencies, and exceptions below apply to the service:

- (a) Operation of MEA and the Mobile Enterprise Adapter requires installation on the unit of the mobile phone software level specified by @Road;
- (b) A Mobile Enterprise Adapter must be installed on the customer's network connected to the application(s) and configured properly for use. A unique logon name and password will be assigned before operation;

14. MobileForms Service

14.1 Service Description. MobileForms is a Palm operating system application, employing the Symbol SPT 1800. The application enables two distinct functions: two-way messaging and field data collection. The MobileForms application is appropriate for customers that need to collect and transmit critical field data in real time, while minimizing wireless airtime charges. The service includes:

- (a) Symbol SPT 1800 vehicle cradle, serial and power cables, in-vehicle mount, and installation;
- (b) Communication between MobileForms and an @Road iLM Internet Location Manager to send and receive messaging and form data to and from @Road servers;
- (c) Integrated Work Order and Proof of Delivery applications that enable the capture of field activity data, including electronic signatures, bar codes and notes;
- (d) Batch uploading to a PC in CSV (Comma Separated Value) format of Work Order and Proof of Delivery data collected in the field;
- (e) Wireless transmittal to @Road servers of a form summary of any field-collected Work Order and Proof of Delivery data;
- (f) Storage of Messages, forms and Work Order and Proof of Delivery form summaries in the Symbol's outbox, when not connected to an iLM;
- (g) Single and multi-slot serial cradles, used to upload Work Order and Proof of Delivery data to a PC (optional components to be purchased separately);
- (h) The ability to create reference files on a PC that are downloaded to a Symbol device via serial cradle, and employed to populate Work Order and Proof of Delivery data fields, such as customer contact and barcode details;

14.2 Service Conditions. The requirements, specifications, conditions, contingencies, and exceptions below apply to MobileForms Service.

- (a) MobileForms is compatible with all iLM platforms;
- (b) MobileForms will require @Road firmware versions that may change from time to time in the hardware products and equipment used in connection with the GeoManager Service. There may be a fee to upgrade firmware versions

- (c) MobileForms is compatible with Palm Operating System versions specified by @Road;

15. More Frequent Update Service

15.1 Service Description. Customers may opt to increase the frequency of transmission updates by which mobile devices send location information to @Road servers.

15.2 Service Limitations. The requirements, specifications, conditions, contingencies, and exceptions below apply to FieldServices.

- (a) The wireless carrier may require additional airtime fees (for additional airtime charges by reason of the more frequent updates), in addition to any service fees required by @Road;

16. Route Compliance

Route Compliance measures planned routes against traveled routes, automatically. Route Compliance is a for-fee add-on mobile resource management tool that provides:

- (e) The ability to create, view, and update daily routes;
- (f) Route compliance measurement and reporting;
- (g) Automated workflow processes and route plans.

Route Compliance reports may be generated on-demand or scheduled for delivery.

17. Seamless Maps

The Seamless Maps service allows customers and users to view both US and Canadian map data conjoined.

18. State Mileage Report

18.1 Service Description. The State Mileage Report Service provides current and historical mileage reports for selected time periods:

- (a) By mobile device, by state;
- (b) By state, for all mobile devices;
- (c) Total for period, by state;
- (d) Total for period, by mobile device;
- (e) Total for period, for all states, and for all devices.

18.2 Service Conditions. The requirements, specifications, contingencies, and exceptions below apply to each State Mileage Report subscription.

- (a) The State Mileage Report Service will store data generated by itself and data generated by the applicable Subscription Service or a maximum of one (1) month.

- (b) THE INFORMATION, REPORTS, AND LOGS GENERATED BY THE STATE MILEAGE REPORT SERVICE ARE WHOLLY DEPENDENT ON THE INFORMATION SUPPLIED BY AND ENTERED BY CUSTOMER AND ITS USERS. @ROAD MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, THAT THE CUSTOMER IS REQUIRED TO REPORT ANY INFORMATION UNDER ANY APPLICABLE FEDERAL, STATE, OR LOCAL LAW, RULE, OR REGULATION, AND, FURTHER, THAT THE INFORMATION, LOGS, AND REPORTS GENERATED BY THE DRIVER LOGS SERVICE WILL RENDER CUSTOMER IN COMPLIANCE WITH ANY APPLICABLE FEDERAL, STATE OR LOCAL LAW, RULE, OR REGULATION. CUSTOMER IS URGED TO CONSULT WITH ITS OWN COUNSEL TO DETERMINE WHAT INFORMATION IS REQUIRED UNDER SUCH APPLIABLE FEDERAL, STATE OR LOCAL LAW, RULE, OR REGULATION.

19. StatSensor Service

19.1 Service Description. StatSensor enables customers to monitor up to four independent contact-based switch or PTO (Power Take Off) events. Examples of such switches or PTO events include doors, lights, hydraulic lifts and sweeper brooms. StatSensor monitors electrical signals or a change in voltage. Each electronic signal or switch state and transition status is uniquely identified by an @Road database. StatSensor is an interface between an iLM and a switch already existing or installed in the vehicle. The service includes:

- (a) Notification of switch transitions to @Road servers when they occur (provided the iLM is within wireless coverage area);
- (b) Reporting of switch transition, time, date and location on @Road GeoManager Activity Detail reports;
- (c) The ability by customers to configure StatSensor column headings and descriptions;
- (d) Color-coded highlight of each transition change on the report to ease identification;

19.2 Service Conditions. The requirements, specifications, conditions, contingencies, and exceptions below apply to StatSensor Service.

- (a) StatSensor Service requires an additional monthly service fee;
- (b) StatSensor is interfaced to installed or existing mobile asset switches and sensors;

20. TCP Connect

TCP Connect uses a serial connection to connect an external IP enabled device, such as a laptop or handheld PDA, to the wireless modem within an @Road iLM to remotely access enterprise applications over the Internet.

21. TempSensor Service

21.1 Service Description. TempSensor Service reports the current surrounding temperature around the location of the device. TempSensor incorporates a digital temperature sensor, which may be positioned anywhere inside a mobile asset. TempSensor is appropriate for use in the

transportation industry, especially when transporting refrigerated, perishable goods. The service includes:

- (a) Remote and periodic temperature reporting;
- (b) The temp sensor device that interfaces with an iLM to monitor and report temp status;
- (c) Temperature monitoring between -40 to 158 degrees Fahrenheit;
- (d) Temperature accuracy to +/- 2 degrees Fahrenheit;
- (e) Temperature details that are included in GeoManager Activity Detail reports;
- (f) Installation options for tractor-trailer and bobtail configurations;
- (g) Disabling of temp monitoring when the temp sensor is disconnected from the iLM.

21.2 Service Conditions. The requirements, specifications, conditions, contingencies, and exceptions below apply to Temp Status Service.

- (a) TempSensor employs DATA2 port exclusively on the iLM.

22. TimeConnect

The TimeConnect service includes the following features:

- (a) the ability for mobile workers to send status updates regarding workday activities, such as start and end of shift, job, task or break;
- (b) the ability for mobile workers to record and send task detail information;
- (c) configuration of one (1) Task Form which mobile users can use to submit task detail;
- (d) empowering the account administrators to define work schedules applicable to mobile workers so that actual workday activity times can be compared to those scheduled; and
- (e) the ability to generate reports on TimeConnect data, show TimeConnect detail per mobile user, and allow editing of TimeConnect detail by the account Administrator.

23. Two-Way Communication (Messaging) Service

Two-Way Communication Service (Messaging) enables communication between field resources and management of field resources—such as dispatchers and fleet administrators—using two-way messaging. The service also enables field data collection, with the use of electronic forms. Messages and forms are configured and designed using the GeoManager administration function. The service includes:

- (a) Up to 30 predefined messages of up to 20 characters each;
- (b) An attached field within each predefined message for up to 20 characters of free form text;

- (c) The ability to send messages of up to 500 characters to one, many, or all field users simultaneously, by field resource management;
- (d) Up to 10 predefined messages of up to 500 characters each, enabling field resource managers to easily send frequently used messages;
- (e) The ability to create up to 10 electronic forms to facilitate data collection by field resources;
- (f) Forms that may contain up to 10 fields with up to 20 characters in each field;
- (g) A variety of form field definitions, including: length, requirement to fill, and type (i.e. alpha, numeric, range, etc.);
- (h) Work Flow Status, enabling the definition and monitoring of up to 10 status events (i.e. delivery, fuel stop);
- (i) Status events that may be assigned to any predefined message or form;
- (j) Work flow status screen, enabling field resource management to view activity status and send messages;
- (k) Two Hot Keys that may be assigned to any frequently-used predefined message when using the /DT 2500 or /DT 3000;
- (l) Messages and forms that may be accessed and viewed via the @Road GeoManager Messaging user interface;

Messaging and form reports that may be viewed in HTML format or downloaded in Microsoft Excel, comma or tab delimited formats.

24. Voice Solutions

Voice Solutions enables Customer to use any phone to send and receive @Road information. Customers can access mobile device locations and messaging services via any phone instead of—or in addition to—a computer. Options include obtaining mobile device location from any phone using voice commands, or in addition to location, using Two-Way Communication (Messaging) Service via a phone.

25. Work Flow Status

The Work Flow Status optional feature provides managers with immediate information about which mobile workers are available, engaged or out-of-service.