Form C

EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS, AND SOLUTIONS REQUEST

Company Name: PreCise MRM

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS

Proposer's Signature: _____ **Date:** 2-21-2017

NJPA's clarification on exceptions listed above:

Review and Approved:
5/31/17
NJPA Legal Department

Contract Award
RFP #022217

FORM D

Formal Offering of Proposal
(To be completed only by the Proposer)

FLEET MANAGEMENT AND RELATED TECHNOLOGY SOLUTIONS

In compliance with the Request for Proposal (RFP) for FLEET MANAGEMENT AND RELATED TECHNOLOGY SOLUTIONS, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: Pre Cise MRM Date: 2-21-2017

Company Address: 1311 East Franklin Road Suite 102

City: Meridian State: ID Zip: 83642

Contact Person: Bob Lowe Title: National Sales Manager

Authorized Signature: Matthew Loeffler
(Name printed or typed)

FORM E
CONTRACT ACCEPTANCE AND AWARD

(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 022217-PRE

Proposer's full legal name: PreCise MRM (a FORCE America INC. Company)

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be June 1, 2017 and will expire on June 1, 2021 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:

Jeremy Schwartz
NJPA DIRECTOR OF COOPERATIVE CONTRACTS AND PROCUREMENT/CPO SIGNATURE — (NAME PRINTED OR TYPED)

Chad Coauette
NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE — (NAME PRINTED OR TYPED)

Awarded on June 1, 2017

NJPA Contract # 022217-PRE

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name PreCise MRM LLC

Authorized Signatory's Title Director of Products

Matthew Loeffler
VENDOR AUTHORIZED SIGNATURE — (NAME PRINTED OR TYPED)

Executed on June 1, 2017

NJPA Contract # 022217-PRE

Form F

PROPOSER ASSURANCE OF COMPLIANCE

Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.

2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.

3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.

4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.

5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.

6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: PreCise MRM

Address: 1311 East Franklin Road Suite 102

City/State/Zip: Meridian, ID 83642

Telephone Number: 208-323-7141

E-mail Address: BLowe@PreCiseMRM.com

Authorized Signature: [signature]

Authorized Name (printed): Matthew Loeffler

Title: Director of Products

Date: 2-21-2017

Notarized

CHRISTINE MARIE NORRING
Notary Public
State of Minnesota
My Commission Expires
January 31, 2018

Subscribed and sworn to before me this 21 day of February, 2017

Notary Public in and for the County of Dakota State of Minnesota

My commission expires: January 31, 2018

Signature: Christine M Norring

Form P

PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: PreCise MRM (A FORCE America INC Company

Questionnaire completed by: Bob Lowe (National Sales Manager PreCise MRM

Payment Terms and Financing Options

1) What are your payment terms (e.g., net 10, net 30)?
   Payment terms are net 30

2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

   PreCise MRM does and will continue to work with current and future customers to provide the best purchase, finance, or lease option based upon the entities needs and desires. We have completed lease option deals in house, and also offer a 3rd party hardware lease solution that works with government entities all the time in Ascentium Capital.

3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.

   NJPA will be loaded into the PreCise Microsoft Dynamics AX ERP under its own label. This will allow PreCise to load all pricing, products, and PreCise/NJPA customers to be quoted, tracked, processed, and billed/invoiced all from the same software interface. All customer purchase orders will be processed through PreCise MRM, eliminating the need for other entities to process NJPA/Member PO's. Having all this data will ensure the quarterly calls with the NJPA go smoothly and the transparency of the business as it relates to the NJPA and the Member contracts is all tracked and managed accordingly.

4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

   Yes we accept the P-Card. There is no additional cost for this process.

Warranty

5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

   The PreCise warranty details are listed below. PreCise manufactures its own hardware. All PreCise GPS and harnessing hardware comes with a Three (3) year warranty. All PreCise ARC (Air & Road Condition) sensors are covered by a one (1) year warranty. At any time inside the three (3) or one (1) year window, should any issue be deemed as a hardware failure, the device will be replaced at no cost. The replacement device will be shipped from Waukesha, WI and will be received next day or two days. The procedure for having a replacement device shipped is the following: member calls PreCise support => Support will trouble shoot the device or software issues with member on the phone=> Should the issue be a product of a failed piece of hardware, the support agent will set up shipment of a new device to that account and initiate an RMA and shipping label for the defective device.

Warranties: Seller warrants that any goods sold by Seller to Buyer shall be free from defects in material and workmanship for a period of three (3) years on GPS hardware and harnessing, and One (1) year on PreCise ARC (Air & Road Conditions) systems from the date of delivery. THIS WARRANTY SHALL BE THE SOLE AND EXCLUSIVE WARRANTY MADE BY SELLER TO BUYER. SELLER HEREBY DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Exclusive Remedy: If within the aforementioned three-year warranty period, any goods sold by Seller are proven by Buyer to be defective to Seller's reasonable satisfaction, then such defective goods shall be repaired or replaced, at Seller's sole option. THIS REMEDY SHALL BE THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO BUYER. BUYER SHALL NOT, UNDER ANY CIRCUMSTANCES, BE ENTITLED TO RECOVER ANY INCIDENTAL, CONSEQUENTIAL OR CONTINGENT DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS.

Delays in Delivery: Seller shall not be responsible for any delay in delivery of goods to Buyer due to fires, strikes, riots, Acts of God, government orders or restrictions, delays in transportation delays by suppliers or materials or parts, inability to obtain necessary labor or other causes beyond Seller's control. In the event of such delay, the delivery date shall be extended for a reasonable period of time.

Damage or Loss in Transit: All risk of loss shall pass to Buyer at the time of delivery of the goods. Deliver of the goods to any carrier shall constitute delivery of the goods to Buyer, regardless of which party retained or hired the carrier.

- Do your warranties cover all products, parts, and labor?

  All GPS hardware and harnessing is covered under the three (3) year warranty. All PreCise ARC air and road temp system hardware is covered under the One (1) year warranty. Should the hardware be installed by the PreCise professional installers, RJA Associates, the install and connections are covered and warrantied for one (1) year.

- Do your warranties impose usage restrictions or other limitations that adversely affect coverage?

  No

- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?

  PreCise MRM does not extend its warranties to cover the expense of a NJPA members technicians and or to cover travel time and mileage regarding repair work on PreCise MRM hardware. PreCise MRM will warranty the hardware we sell for three (3) years as explained in the "hardware warranty" response. We do not cover these particular expenses because PreCise MRM won't be able to validate in person whether or not a claim would be under warranty. Things that may keep the hardware from working as it should could include: faulty wiring, crimped antenna lines, vandalized, etc. These would all be things that would not or should not be covered. If the NJPA member finds that it is related to a hardware failure (without concern of vandalism and or tampering) then PreCise MRM will replace the hardware under the three (3) year warranty.

  PreCise MRM is also providing a service through one of our sub-contractors (RJA Associates) for installation. The standard installation warranty is one (1) year on work performed. If PreCise MRM hardware fails that RJA Associates installed, PreCise MRM will cover the cost of service/installation through RJA Associates as long as it is within 12 months. A RJA Associate and or PreCise MRM technician will come on site, determine if the failure was due to hardware or vandalism and warranty as needed. If it is determined that vandalism did occur such as: tampered antennas, cut wires, dis lodging of device, etc. then PreCise MRM has the right to bill the NJPA Member accordingly (cost of labor, travel, etc.).

- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?

  There are not any geographic regions that a PreCise / FORCE technician could not provide warranty repairs as long as they fit inside the aforementioned criteria.

- Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?

PreCise will cover the warranty of any hardware item we supply

- What are your proposed exchange and return programs and policies?

  The PreCise returns and exchange policy is a no questions asked replacement program as long as the defective item falls in the stated warranty period. The PreCise Support team will troubleshoot the device with the customer and should a replacement need to be shipped, it will arrive in 2 days or less. PreCise will set up an RMA and shipping tag for the defective device as well as arrange shipment of a new device to arrive in less than 2 days.

6) Describe any service contract options for the items included in your proposal.

   NA

Pricing, Delivery, Audits, and Administrative Fee

7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

   PreCise MRM manufactures and supplies all hardware and software solutions needed to take your fleet or fleets to the next level. PreCise collects the information you need – from location and speed to the activity of your vehicles' accessories to additional detailed data vital to your day-to-day business. We deliver that data in a manner that supports your schedule. It's there when you need it, whether to track current vehicle location or at the end of the day to review a complete fleet summary. Our solution and engineering model make it easy to use PreCise as a stand-alone solution or integrate the collected data into other software applications at no additional cost. It's your data; you should be able to use it how you need. PreCise is so much more than a dot on a map. Our solution can be integrated with ESRI's ArcGIS. We have multiple asset management partners (please see partners sheet included with this response. We have helped state DOT's, counties, cities and township customers design and share public maps for their citizens to view during trash collection, snow events, or leaf cleanup activities. Our approach enables you to view and analyze the data in an extremely user-friendly manner. Increase your productivity and maximize your performance by partnering with PreCise to:

   - Control maintenance costs
   - Eliminate paperwork
   - Increase accuracy of information
   - Optimize equipment and personnel deployment
   - Reduce fuel costs
   - Better understand material usage
   - Public map interfaces
   - Data share across multiple software platforms

8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

   PreCise has provided a line-item Excel sheet breakdown of all hardware, hardware installation and software/data monthly fees. Each line item has a product number, product description, list or suggested sale price, NJPA price and discount off list price for NJPA. While the options are listed in the line item sheet, PreCise wants to make sure the NJPA understands we offer a number of ways to structure deals on AVL hardware and services provided to the membership. We have upfront purchase of hardware with no annual contracts for service/data, as well as 36 month options for the members who wish to have no up-front cost on the hardware.

   - Upfront purchase of hardware and no annual contract to sign for software and data fees
   - 36 month contract will allow the end user to get the items needed to outfit their fleet at no upfront cost
     - All units in the fleet that use the simple IX-40, or IX-50 plug and play device, as well as the IX-101 are locked into a contract for 36 months at $20.00 per asset

- All trucks or equipment equipped with the IX-403 will be locked into the 36 month contract at $30.00 per asset.

9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

The discount percentage for each item is listed on the line item sheet accompanying this response.

10) The pricing offered in this proposal is

_____a. the same as the Proposer typically offers to an individual municipality, university, or school district.

_____b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.

__X__c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.

_____d. other than what the Proposer typically offers (please describe).

11) Describe any quantity or volume discounts or rebate programs that you offer.

PreCise has brought the very best pricing ever offered to any customer in the attached line item pricing schedule. We do not have volume discounts or rebate programs. Each member will receive the same pricing should they use the solution for a fleet of ten (10) vehicles or one thousand (1000).

12) Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.

NA

13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

All cost is included with the line item pricing sheets. All trainings, support, product updates and upgrades are included in the monthly software/data fees.

14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.

FORCE America/ PreCise MRM are able to ship PP&A or on the customer's account, whichever way the Customer feels is the best tariff/service combination for them. FORCE America works directly with a 3rd party logistics provider – eShipping, and have very advantageous rates with most major LTL providers. In addition we do have FedEx Ship Manager and UPS World Ship at each of our locations. Should PreCise ship FOB Warehouse to the customer and shipping is invoiced, we are happy to provide shipping details to prove the most cost effective decision was made per the customers timeline and shipment arrival request.

15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

For Alaska and Hawaii we have the above mentioned programs. For Canada, Mexico or any other offshore moves we work through a world renowned brokerage service – Savino Del Benne. We can also offer DHL services.

16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

PreCise MRM as a FORCE America company has access to the best shipping programs with multiple shippers throughout the country. We will do all we can to ensure shipping cost are managed at the highest level for the members of the NJPA. FORCE America along with eShipping negotiates some very good LTL tariffs which is 99% of our trucking costs. We are also currently working with UPS parcel to negotiate a new program with them.

17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.

PreCise MRM will implement the following process to ensure Member pricing, as well as complete and full administrative fee payment is received by the NJPA

- All customers who enter into the contract with PreCise MRM through the NJPA will be entered into the Microsoft Dynamics AX portion of our ERP under the newly assigned NJPA category.
    - This will ensure correct pricing, billing, and tracking of the member as well as quarterly reviews and payments due the NJPA per the administrative fee.
    - Having NJPA loaded into the Microsoft Dynamics AX system will allow us to easily see, manage, and send reports to NJPA for quarterly business review calls.

18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

Per the conversation and RFP pre proposal conference, PreCise MRM will pay the NJPA a Two (2%) percent administrative fee on all sales completed and signed through the NJPA- PreCise MRM contract.

- Fee paid quarterly
- Payment sent within five (5) business days post quarterly revenue review with NJPA

Industry-Specific Questions

19) Of the following sub-categories please identify those that you provide solutions in:

- fleet management information systems (bundled providers, including telematics/fuel/motorpool sharing)
- telematics
- fuel management
- fleet sharing

If there are subcategories that are not identified in this list, please provide the subcategory title(s) that best describes what you are offering in your response.

PreCise MRM is a fleet management company positioned in the telematics category of the GPS/AVL space. Our focus with our outstanding FORCE America sales representatives is in the municipal space and even more specifically the snow and ice market. The PreCise application can be used by any end user with the desire to track and pull data from their fleet. Being under the FORCE America umbrella gives PreCise a unique opportunity to sell into the municipal market. FORCE has over 55% of the electronic spreader control business in the country, and no other GPS/AVL company can do what PreCise does with the snow plow spreader controller data. Along with our ability to pull more spreader data from the controllers than any other vendor, we have worked very hard to meet and exceed other expectations from our municipal customers. We have developed our ArcGIS GeoEvent connector to push and pull ESRI/GIS data from the municipal account into PreCise and PreCise to ESRI. We have worked with multiple accounts on public facing maps. We have worked with many other software / application providers utilized by the city. We are able to make our PreCise data available to them via web services. and our web services program is zero cost to the end user. The PreCise application and reports available to the end user make PreCise a strong tool in the municipal market.

20) Rank the previous subcategories (1 through 4, etc.) based on how strongly you are positioned within each.

1. Telematics
2. Fleet management information systems
3. Fuel management
4. Fleet sharing

21) Describe your experience, abilities, and methods for integrating your offering with NJPA members' existing technologies.

PreCise has worked closely with multiple municipal customers on integrating data from the PreCise SQL backend into many other software providers solutions and backend environments. We have worked with various asset management providers such as Agile Assets, CityWorks and Bee Hive. We have worked with MDSS (maintenance decision support software) company, Iteris. We are a Silver Tier partner with ESRI and have our own ArcGIS GeoEvent connector allowing end users to integrate PreCise data into their ESRI environment. We have completed multiple projects with customers who have developed their own interface and populate this with PreCise data. Outside of the GeoEvent connector most of the integration we perform is through web services. We have printed documentation on our web services and are happy to share and help customers in the instance they would like to populate other applications with PreCise data. We do not charge customers for web services data access as they own the data on the PreCise backend.

22) Describe your technology support and its practical availability for our members.

PreCise gives best in class support to all customers. Support and maintenance fees are included in the monthly software/data plans. There are no fees for support given to customers. PreCise does not tier out levels of support available for certain customers based upon the number of assets they have on the solution. A customer who has five (5) devices is entitled to and will receive the same level of support as a customer with five hundred (500) devices.

Support Services Description:

The table below summarizes the services provided for each class.

Support is only guaranteed for product versions that are no more than 1.5 years old at the date of the support request. Support for earlier versions will be provided, where possible, on a best efforts basis

	Standard
Hours of cover	7:00am – 6:00pm (MST) Monday through Friday
Response times	Standard (see matrix)
Access to: • Website updates • Release Notes • FAQs • Knowledgebase	 Yes Yes
Support via: • Web submission • E-mail • Phone	Yes Yes Support@PreCiseMRM.com 888-254-1634

Levels

Level 1 support (which, unless otherwise agreed, will be provided by the customer themselves through their own system administrators and/or help desk) includes all contact with the end user from initial problem reporting through to final problem resolution. People providing Level 1 support will be expected to have a thorough working knowledge of the relevant products. They will also be able to perform basic troubleshooting. In the event that the Level 1 support is unable to resolve the problem, they will endeavour to provide the end user with a workaround and will then escalate the problem to Level 2. All problems escalated to Level 2 must be accompanied by a full problem description (including equipment being used, web browser and versions being used, together with information about steps already taken to attempt to resolve the problem.

Level 2 support will be provided by PreCise MRM's Support Center. Level 1 support will escalate problems to Level 2 support. PreCise MRM's Level 2 support will use its best efforts to respond in accordance with the Response Matrix (see below).

Each incident will be classified by the customer as Critical, High, Medium or Low severity according to the impact that the problem is having on the customer's business. PreCise MRM reserves the right to review and modify the severity classification and, if it reduces the severity, will inform the customer of the reasons for

doing so. "Critical" problems (see Severity Matrix below) must be reported by phone in addition to being submitted by web or e-mail.

Level 3 support will also be provided by PreCise MRM and will utilize PreCise MRM's own escalation procedures to ensure that the appropriate people and resources are applied in order to find or develop a suitable workaround or solution for a problem that cannot be resolved by Level 2 support. Problems not resolved by Level 2 support within the escalation time (as defined in the Response Matrix) will automatically be escalated to Level 3. When a problem is escalated, a problem manager will be assigned. The problem manager will own the problem through to its resolution and will act as the focal point for all communications with the customer and the account manager.

Severity Matrix

Severity level	Definition
Critical	Product malfunction or failure which significantly impacts business operation. No workaround available.
High	Product malfunction or failure which affects normal use of Product. No workaround available.
Medium	Product malfunction or failure – either a) does not significantly impact normal use of Product or b) workaround is available.
Low	Cosmetic or other low priority issue.

Response Matrix

Severity	Response time	Escalation time	Target resolution time
Critical	2 hours*	4 hours*	1 working day
High	4 hours*	1 working day	2 working days
Medium	1 working day	2 working days	4 working days
Low	3 working days	N/A	Next scheduled update or release

* During period of cover which may equate to more than one day. A Resolution is defined as either a fix, or a workaround that is acceptable to the customer.

23) How configurable are your solutions to be adapted for the unique needs of our members?

With over 85% of the connected devices on the PreCise solution being municipal customers, we feel we understand the day to day activities and needs of the user very well. We provide a solution that is customizable for simple user access, technicians and mechanics, fleet supervisors, IT directors, GIS specialist, directors and administrators. We have customizable dashboards, and multiple reports that can be run on the fly, or set to be delivered via email to the needed recipients. When you take these qualities and add in our service, support and ability to move data into other applications and interfaces the customer may be using, the solution is very adaptable to the needs of any user.

24) Describe your security measures and privacy practices to ensure that customers' data is secure.

PreCise MRM guarantees 99% uptime. In the event that we would go down, we would alert all customers of PreCise MRM. Within the markets we serve, uptime is critical to the success of PreCise MRM. Application data resides on a Storage Area Network (SAN) located at a colocation center (colo) in Boise, Idaho (Involta, a

third-party provider). On-going SAN to SAN replication is performed with equipment based in Marion, Iowa for disaster recovery. Additionally, data is backed up every thirty minutes locally and a copy of the backup is automatically sent to the Marion, Iowa servers. Involta has multiple redundant internet connections, on-site diesel generators in case of power disruptions, fire-protection systems, 24-hour on-site personnel, biometric security access and other measures to ensure continuous operation. Should the Involta centers in Boise be compromised do to a catastrophic event, the backup servers and data center in Iowa will be fully functional within a 4 hour period and will show no loss of historical data.

All collected data is stored at our data center and available for access by users with the appropriate security access 24 hours a day, 7 days a week. All information is kept live on our database for three (3) years and backed up on a daily basis per standard IT practices. After the 3 year period, an archive copy is created and stored in case of future needs or litigation claims. In the event that the end user would require access to this data after it was archived, the data can be restored and made available to the end user within 72 hours from the request.

Physical Security:

1) Multi-Homed internet connections ensure continuity should one provider fail.
2) Parallel redundant 500KVA UPS power, 850KVA diesel generator backup.
3) N+1 climate control, fire protection, 24x7 onsite security and monitoring.
4) Data is stored and backed up locally to a SAN (Storage Area Network) at the PreCise MRM datacenter. All data is also mirrored to our Marion, Iowa location. Should one of the physical locations be unreachable for any reason, services will continue through the other site.
5) The PreCise MRM datacenter adheres to the Payment Card Industry (PCI) Security Standard. Additionally, multiple levels of security are employed in the form of biometrics access systems, 24x7x365 on-site personnel, and closed-circuit video surveillance.
6) Data gathered by the vehicle-mounted devices is encoded and sent over secure channels. Transmissions over 802.11 (WiFi) are encrypted using WPA (Wi-Fi Protected Access). Transmissions over the cellular network are encrypted using GEA (GPRS Encryption Algorithm). The data packets have an associated guaranteed unique identifier that is provided by the vehicle-mounted device. Once received at PreCise's servers, the data is stored under the appropriate asset and customer based on the unique identifier. Customer access to their data over the web interface is provided only after the user has been authenticated

End user security:

Once received at PreCise's servers, the data is stored under the appropriate asset and customer based on the unique identifier. Customer access to their data over the web interface is provided only after the user has been authenticated with their username and password. Individual user permissions are controlled by the customer admin account.

25) Describe your security practices while data is in transit and while stored in a host facility.

All collected data is stored at our data center and available for access by users with the appropriate security access 24 hours a day, 7 days a week. All information is kept live on our database for three (3) years and backed up on a daily basis per standard IT practices. After the 3 year period, an archive copy is created and stored in case of future needs or litigation claims. In the event that the end user would require access to this data after it was archived, the data can be restored and made available to the end user within 72 hours from the request.

DATA transmission security:

Data gathered by the vehicle-mounted devices is encoded and sent over secure channels. Transmissions over 802.11 (WiFi) are encrypted using WPA (Wi-Fi Protected Access). Transmissions over the cellular network are encrypted using GEA (GPRS Encryption Algorithm). The data packets have an associated guaranteed unique identifier that is provided by the vehicle-mounted device.

End user security:

Once received at PreCise's servers, the data is stored under the appropriate asset and customer based on the unique identifier. Customer access to their data over the web interface is provided only after the user has been authenticated with their username and password. Individual user permissions are controlled by the customers' admin accounts.

26) Do your solutions allow for different levels of privileges and permissions with different users?

The PreCise solution allows the end user to set a level of security and permission as open or as granular as desired by the administrators of the account. Users can be granted administrative rights to all fleets and assets within the account, or be set to view only on any fleet or specific asset within the account. Each user can be completely customized for permissions, alerts, and access.

Signature: _____ Date: 2-21-2017