

IDAHO HIGH ACCURACY REAL-TIME NETWORK AGREEMENT

Subscription Account

This Idaho High Accuracy Real-Time Network Agreement (the "Agreement") is made and entered into by and between _____ [*individual, public sector entity representative or company representative*], representing _____ [*company, public sector entity, or "self"*], herein referred to as (the "subscriber") and the GIS Training and Research Center, acting by and through Idaho State University ("ISU"). The subscriber and ISU are sometimes referred to individually as the "party" and collectively as the "parties."

1. RECITALS

A. Using data from satellites owned by the United States of America, global positioning systems ("GPS") as well as geospatial positioning data from other similar satellites generally referred to as global navigation satellite systems (GNSS) can provide an efficient method for surveying and mapping activities related to education, research, utility, transportation and other public capital improvement projects. The speed and accuracy of such technology can be enhanced by linking GNSS continuously operating reference stations ("CORS") to a central processing center ("CPC") in a real time GNSS network ("HART of Idaho"). Each CORS will transmit live GNSS satellite data to the CPC for processing and distribution of real time positioning corrections to members of the HART of Idaho network and other authorized users.

B. The HART of Idaho was created by ISU as a cooperative effort with other governmental agencies and private entities that operate CORS within the State of Idaho. The HART of Idaho eliminates duplication of equipment, software, and operational expenditures, while providing greater coverage and accuracy of real-time positioning solutions from each CORS. Entities that operate CORS, or otherwise contribute to the infrastructure of the network, under agreement with ISU are known as "members", and are provided with access accounts by agreement. Other users of these network services with access accounts under agreement with ISU for an annual fee are known as "subscribers".

C. Each party has determined that cost savings and other public benefits can be achieved if the party becomes a subscriber to the HART of Idaho

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

2. AGREEMENT

1. CENTRAL PROCESSING CENTER (CPC)

1.1 ISU shall own and be responsible, at its expense, for all aspects of the operation and maintenance of the CPC, including without limitation, servers, RTN software, and other software necessary for the CPC to accomplish its tasks as set forth in this section 1.

1.2 Based on received data streams from a grid of CORS, the CPC will send system information and real-time corrections to the Internet for use by subscribers connecting to the CPC website via cellular data plans through the subscriber's mobile device(s) for positioning, locating and navigating. The CPC shall also make data files available for static GNSS post-processing.

1.3 ISU shall operate and maintain a web application to display the system status, data generated by RTN server software for notification of system status, availability, component quality, static data file download, and general information.

1.4 ISU will provide telephone assistance services, from Monday through Friday, 9:00 a.m. to 3:00 p.m., but only to troubleshoot connections to the CPC servers. The assistance services will not answer questions concerning subscriber's hardware or software, surveying or other field data collection methods, commercial cellular connections, or system status or monitoring report data that is otherwise available from the web application.

1.5 ISU shall provide centralized data logging and archiving, access to CORS logged data files, access to real-time corrections via wireless technology, and system monitoring for the HART of Idaho.

1.6 The services to be provided by ISU and described in this section 1 are referred to as the "HART of Idaho Services."

2. CONTINUOUSLY OPERATING REFERENCE STATIONS (CORS)

This section applies to HART of Idaho members; those entities that operate CORS, or otherwise contribute to the infrastructure of the network, under agreement with ISU. This section has been included in the body of this agreement to provide context to provisions cited in section 6.

2.1 By agreement with ISU, HART members own and operate their own CORS. For the duration of said member agreements, each CORS provides to the CPC unlimited 24-hour-a-day access via Internet protocol to a data stream from each of the respective CORS. The data streams are in a form suitable for the RTN server software at the CPC. Failure to provide data streams in such a form subjects the respective members to the provisions of section 3.6. The member shall be responsible for all costs associated with the acquisition, installation, configuration, compatibility, operations, maintenance, and any upgrades of its CORS. An individual subscribers is not responsible in any way for the acquisition, installation, configuration, compatibility, operations, maintenance, and any upgrades of any member CORS, unless a subscriber has entered into a separate member agreement with ISU.

2.2 By agreement, members agree to give ISU 48 hours' written notice before any of the members CORS is taken out of service for planned maintenance. If members CORS temporarily stops operating on an unplanned basis, the member shall notify ISU as soon as practicable.

2.3 The members have agreed to give ISU 180 days' written notice before the member discontinues operation of a CORS. ISU may, within 60 days of receipt of such notice or in accordance with section 3.8, notify the member that ISU desires to assume operation of a non-operating or inadequately operating CORS. In such event, the members have agreed to grant ISU the right of access to that CORS for as long as ISU operates it; ISU shall refund the pro-rata portion of the any annual fees specified in the original member agreement and the member will have no further responsibility for that CORS.

2.4 For the duration of this Agreement, the subscriber may participate with other members of HART in a technical advisory committee to be staffed and administered by members and subscribers. This committee may identify solutions, upgrades, and other desired enhancements to HART.

3. CPC ACCESS

3.1 For the duration of this Agreement, the subscriber shall have unlimited access via the number of accounts to be invoiced for per attached application form; provided, that such accounts may only be used by the individual subscriber, their company, or public sector entity (if subscriber represents a public sector entity) unless otherwise permissible as specified in section 3.4.

3.2 Authorized account users shall access HART services only via authenticated login and passwords provided under signed agreements with ISU. Authentication will be achieved using the public domain Ntrip or similar protocol (Networked Transport of RTCM via Internet Protocol).

3.3 The subscriber shall be responsible for the purchase, installation, maintenance, ownership, and operation of all equipment needed to use HART services, including without limitation the Ntrip protocol.

3.4 The subscriber shall not transfer access to any of its accounts to any person or entity not an employee of the subscriber's company or public sector entity. In the case of public sector subscribers, a contractor or consultant under contract with said public sector entity may use the account only per the provisions in sections 3.4.1 and 3.4.2.

3.4.1 If the public sector subscriber wishes to have one of its consultants or contractors access one of its accounts, the public sector subscriber will provide prior written notification to ISU, with the company name, postal and e-mail address, and phone number, as well as duration of access (not to exceed three months, but may be extended via an additional written request). Within 48 hours after the end of the requested access time ISU will change the login and password for that account.

3.4.2 If access is needed for a shorter period than estimated, the public sector subscriber will notify ISU within 48 hours of the end of the access period, and ISU will change the login and password for that account.

3.5 ISU will monitor, log, and enforce account usage.

3.6 A single account shall not be used concurrently by more than one party for any HART services.

3.7 The subscriber shall notify ISU in writing of use of any subscriber account by an individual who is not an employee of their company or respective public sector entity.

4. MANAGEMENT; COMPENSATION

4.1 Within 30 days of complete execution of this Agreement and subsequent invoicing, the subscriber shall pay in the amount of one of the following options (the subscriber will check and initial) as an annual fee for one year HART services:

\$XXXX for [1] one account Initials _____

\$XXXX for [5] five accounts Initials _____

\$XXXX for [10] ten accounts Initials _____

4.2 Commencing one year after the date of initial account invoice and annually thereafter, the subscriber will be invoiced for each subsequent year of service unless otherwise notified in writing of intent to terminate service. The subscriber will be notified of any changes in the fee structure prior to the end of each year for which the fee has been paid. The subscriber shall pay ISU within 30 days of receipt of an annual invoice.

4.3 ISU shall determine which entities may become members and subscribers of the WSRN.

5. DURATION

5.1 This agreement is effective upon signature by both parties and will remain in effect through each subsequent year for which the subscribers has paid the annual subscriber fee.

5.2 Account access will be opened upon receipt by ISU of a signed agreement and complete application form. The first year of service will extend until the anniversary date of the initial invoice. An invoice for each subsequent year will be issued before said anniversary date. The service year for each subscriber will, provided the invoice is paid within 30 days of issue, continue through to subsequent anniversary dates.

5.3 Should there be a lapse in payment beyond 30 days of an invoice, the account will temporarily be closed and the service year anniversary date will reset accordingly.

6. NO WARRANTIES; LIMITATION OF LIABILITY

6.1 Use of these HART services is at the subscriber's sole risk. ISU provides HART services on an "as is" basis. Neither HART members, nor ISU, its officers, employees, vendors, or third-party service providers (collectively as used in this section 6) makes any express or implied representation or warranty of any kind with respect to HART services. By way of example and not of limitation, there is no representation or warranty (a) that HART services will be uninterrupted or error-free, (b) that the results obtained from using HART services will be accurate, reliable, complete or current, or (c) of merchantability or fitness for a particular purpose. HART services and information related thereto are subject to change without prior notice.

6.2 Neither ISU nor the subscriber, or HART members, is liable for any damages arising out of or in connection with HART services, including without limitation mistakes, omissions, interruptions, deletion of files, errors, defects, viruses, delays in operation or transmission, or failure of the CORS. This is a comprehensive limitation of liability that applies to all damages of any kind, including compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of or damage to property and claims of third parties.

7. DISPUTE RESOLUTION

In the event of a dispute between the parties regarding this Agreement, the parties shall attempt to resolve the matter informally. If the parties are unable to resolve the matter informally within 30 days, the matter shall be decided by subscriber and ISU subject to any other legal remedies the parties may have, including, but not limited to, mediation or litigation.

8. NOTICES

All notices and invoices required in connection with this Agreement shall be in writing and deemed to have been duly given if personally delivered or sent by e-mail, fax, United States mail or overnight delivery service, each with proof of receipt, as indicated below or as otherwise indicated in writing by one party to the other.

[Subscriber mailing address below]

[ISU mailing address below]

9. OTHER PROVISIONS

9.1 Nothing contained herein is intended to, nor shall be construed to, create any rights in any party not a signatory to this Agreement, or to form the basis for any liability on the part of ISU, the subscriber, or their officials, employees, agents, or representatives, to any party not a signatory to this Agreement.

9.2 Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any prior or subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

9.3 If any provision of this Agreement shall be held invalid, the remainder of the Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives of the parties.

9.4 The captions in this Agreement are for convenience only and do not in any way limit or amplify the provision of this Agreement.

9.5 This Agreement, including Recitals (which by this reference are incorporated herein) contains the entire agreement of the parties and any representations or understandings, whether oral or written, not incorporated herein are excluded.

9.6 The provisions of this Agreement shall be construed as a whole according to their common meaning and consistent with the other provisions herein contained in order to achieve the objectives and purposes of this Agreement. Each party and its counsel (if the party so desires) has reviewed and revised this Agreement. Each Party agrees that the usual rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

9.7 This Agreement may be amended only by an instrument in writing, duly executed by both parties.

9.8 This Agreement shall be governed and construed in accordance with the laws of the State of Idaho.

IN WITNESS WHEREOF, the parties have entered into this Agreement effective as of the date last written below.

Idaho State University

Subscriber

[Sign] _____

[Sign] _____

[Print Name] _____

[Print Name] _____

[Title] _____

[Title] _____

[Representing] _____

Date: _____

Date: _____