

**MWRTK USER AGREEMENT**

This Service Agreement (the "Agreement") is by and between Seiler Instrument Company (SELLER) (aka Midwest RTK Networks ["MWRTK"]), and \_\_\_\_\_ ("CUSTOMER").

**BACKGROUND AND OBJECTIVES**

SELLER coordinates and hosts Trimble GPSNet RTK Networks in the Saint Louis, Missouri and Indianapolis, Indiana metropolitan areas.

**SERVICE**

RTCM/CMR+ VRS mode GPS correction streams generated by Trimble® GPSNet™ VRS™ Software utilizing satellite data collected by member reference stations throughout the network coverage area (the SERVICE).

**NETWORK COORDINATES**

The network reference station positions and resulting coordinates are computed with respect to the NAD83(CORS96) (EPOCH:2002.0000) reference frame.

However, SELLER does NOT guarantee that network coordinates conform to the NAD83(CORS96) (EPOCH:2002.0000) reference frame or any other reference frame.

CUSTOMER agrees that the service should be used in accordance with all applicable standard professional field practices.

CUSTOMER agrees and understands that the primary purpose of the service is to provide local/job site control and that network coordinates should NOT be used without calibration to local reference frames.

**PRICING (Please check appropriate option)**

<u>Survey</u> RTK Data services (VRS CMR+ or RTCM)		
___ 1 month commitment	\$600/month	
___ 3 month commitment	\$500/month	(\$1,500/quarter)
___ 12 month commitment	\$400/month	(\$4,800/year)

<u>Mapping GIS</u> RTK Data services (VRS L1 Code RTCM)		
___ 1 month commitment	\$150/month	
___ 3 month commitment	\$125/month	(\$ 375/quarter)
___ 12 month commitment	\$100/month	(\$1,200/year)

All fees are payable in advance.

Fees allow a single connection to the GPSNet server only and do NOT include any of the following:

- Cellular phone charges
- Cellular phone data plan charges
- Any other connection charges imposed by third parties

Customer equipment MUST support NTRIP (Networked Transport of RTCM via Internet Protocol). Customer will receive a non-transferable user name and password which will allow access to the SERVICE. The user name and password can be used to connect from any of the Customer's equipment, but only a single connection to the GPSNet server is allowed at a time.

### **QUALITY AND AVAILABILITY of SERVICE**

Under most conditions, VRS™ mode corrections greatly improve surveying performance within the network coverage area by modeling and reducing the influence of systemic tropospheric, ionospheric, and other disturbances on GPS positioning.

Typically, users within the network perimeter should experience repeatable positioning within

- 1-2 cm horizontal
- 2-3 cm vertical

SELLER will make reasonable efforts to provide network data to customers 24 hours a day, seven days a week. However, the customer understands and agrees that there are many factors effecting the availability and quality of GPS correction data that are beyond the control of SELLER.

CUSTOMER agrees that the Global Positioning System is operated by the US Government Department of Defense, which is solely responsible for the accuracy, daily operations, and availability of the satellites.

SELLER Does NOT guarantee either the availability or quality of the SERVICE. SELLER offers the SERVICE on as "AS AVAILABLE" and "AS IS" basis and without guarantee or warranty of any kind.

DISCLAIMER OF WARRANTY

SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED OF ANY KIND OR NATURE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SELLER MAKES NO WARRANTIES WITH RESPECT TO THE QUALITY, CONDITION, FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY OF THE SERVICE. THIS SALE OF THE SERVICE IS ON AN "AS IS - WHERE IS - WHEN AVAILABLE" BASIS.

TO THE FULLEST EXTENT PERMITTED BY LAW, UNLESS EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT, NO PARTY WILL BE LIABLE FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, REVENUE OR GOODWILL), INCIDENTAL DAMAGES OF ANY OTHER PARTY OR STATUTORY, EXEMPLARY OR PUNITIVE DAMAGES, ARISING OUT OF THIS AGREEMENT OR IN FURTHERANCE OF THE PROVISIONS OR OBJECTIVES OF THIS AGREEMENT, REGARDLESS OF WHETHER THE DAMAGES ARE BASED ON TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), WARRANTY, CONTRACT OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Force Majeure

Neither Party shall be liable for any default or delay in the performance of its obligations hereunder if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions in the United States, or any other similar cause beyond the reasonable control of such party delay.

Signatures

SELLER

CUSTOMER

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

Seiler Instrument Company  
170 East Kirkham Ave  
Saint Louis, MO 63119  
Phone: 314.968.2282  
Fax: 314.968.9217

\_\_\_\_\_  
Company Name

Mark desired service and term "Pricing" section.

Please fax signed form to 314.968.9217