

SOUTH CAROLINA REAL TIME NETWORK AGREEMENT

Subscription Account

This South Carolina Real Time Network Agreement (the "Agreement") is made and entered into by _____ [individual, public sector entity representative or company representative], representing _____ [company, public sector entity, or "self"], herein referred to as (the "Subscriber") and the South Carolina Geodetic Survey (SCGS) herein referred to as (the "Provider"), acting by and through The South Carolina Revenue and Fiscal Affairs Office. The Subscriber and the Provider are sometimes referred to individually as the "Party" and collectively as the "Parties."

1 RECITALS

- A. Using data collected from the satellites owned by the United States of America, global positioning system ("GPS"), Russia, global navigation satellite system ("GLONASS"), the European Union's Galileo constellation and the Chinese BeiDou constellation, the complete global navigation satellite system ("GNSS") can provide efficient methods for surveying and mapping activities related to utility, transportation, precision agriculture 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 ("South Carolina Real Time Network" or "SCR TN"). Each CORS will transmit via the Internet GNSS satellite data to the CPC for processing, distribution of real-time positioning corrections to members of the SCR TN and other authorized users, archiving and posting on a web page application.
- B. The SCR TN was created through a cooperative agreement between the SCGS and the SC Department of Transportation (SCDOT) that will operate CORS within the State of South Carolina. The SCR TN eliminates duplication of equipment, software and operational expenditures, while providing greater coverage and accuracy of real time positioning solutions and data from each CORS. Users of the network services with access accounts under agreement with the Provider 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 applying above named party becomes a subscriber of the SCR TN NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

2 AGREEMENT

1. CENTRAL PROCESSING CENTER (CPC)

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

1.2 Based on data streams received from a network of CORS, the CPC shall send system information and real-time corrections via cellular connections to the Subscriber's mobile devices for positioning, locating and navigating with satellites of the GNSS.

1.3 The Provider shall operate and maintain a web application to display the system status, data generated by PIVOT software for notification of system status, availability, component quality, static data files and general information.

1.4 The Provider will provide telephonic Help Desk services, from Monday through Friday, 9:00 a.m. to 3:00 p.m., but only to troubleshoot connections to the CPC servers. The Help Desk 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 The Provider 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 SCRTN.

1.6 Services provided by the Provider and described in Section 1, will be referred to as the "SCRTN Services."

2. CPC ACCESS

2.1 For the duration of this Agreement, the Subscriber shall have unlimited access to the SCRTN. A Subscriber has the right to purchase as many licenses as needed. Each Subscriber will be sent a yearly renewal reminder via email. Each license will only be used by the said Subscriber, their company or public sector entity (if Subscriber represents a public sector entity) unless otherwise permissible as specified in section 2.4.

2.2 An authorized account user shall access SCRTN Services only via authenticated login and password provided under signed agreements with the Provider. Authentication will be achieved by using the public domain Ntrip protocol (Networked Transport of RTCM via Internet Protocol).

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

2.4 The Subscriber shall not transfer access to any of its accounts to

any person or entity that is 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 2.4.1 and 2.4.2.

2.4.1 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 the Provider, with the company name, postal and e-mail address, and phone number, as well as duration of access. Forty-eight hours after the end of the requested access time, the Provider will change the login and password for that account.

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

2.5 The Provider will monitor, log and enforce account usage.

2.6 **The password and login for a specific account shall not be used concurrently by more than one party for any SCRTN Services.**

2.7 The Subscriber shall notify the Provider of any use of a subscriber's account by an individual who is not an employee of their company or respective public sector entity.

3. MANAGEMENT; COMPENSATION

3.1 Any *new* Subscriber shall agree to pay \$700 for a subscription to the SCRTN. The initial \$700 charge includes a one-time \$100 administrative charge and the \$600 subscription. Any additional subscriptions by the same Subscriber will be \$600. Payment for all accounts is due at the time of submitted application to the SCRTN.

3.2 Use of the network will commence on the first day of the month of activation and will last for one year. The Subscriber will be notified via email for each subsequent year of service. The Subscriber will be notified of any changes in the annual fee prior to the end of each year for which the fee has been paid. The subscriber shall pay the Provider by the 15th of the renewal month. If the renewal has not been paid by the 15th, the administration charge of \$100 will be reassessed to the reactivation fee.

4. DURATION

4.1 This agreement is effective upon signature by both Parties and shall remain in effect through each subsequent year provided the Subscriber pays the annual renewal fee.

4.2 Access to new accounts will be granted upon receipt by the Provider of a signed agreement and completed application form.

4.3 Should there be a lapse in payment beyond the 15th of the renewal month; the account will be terminated. If the subscriber reactivates the account after the 15th of the renewal month, the \$100 administrative fee will be assessed.

5. NO WARRANTIES; LIMITATION OF LIABILITY

5.1 Use of the SCRTN Services is wholly the responsibility of the Subscriber. The Provider provides SCRTN Services on an “as is” basis. By way of example and not of limitation, there is no representation or warranty that (a) SCRTN Services will be uninterrupted or error-free, (b) that the results obtained from using SCGS Services will be accurate, reliable, complete or current, or (c) of merchantability or fitness for a particular purpose. SCRTN Services and information related thereto are subject to change without prior notice.

5.2 The Provider, the Subscriber or SCRTN members are not liable for any damages arising out of or in connection with SCRTN Services, including without limitation mistakes, omissions, interruptions, deletion of files, errors, defects, viruses, delays in operation or transmission or failures 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.

6. 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 the Provider subject to any legal remedies the parties may have, including, but not limited to, mediation or litigation.

7. NOTICES

All documents 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]

South Carolina Geodetic Survey
SC RTN Network
5 Geology Road
Columbia, SC 29212
Fax: 803-896-7695

E-mail:
RTN@rfa.sc.gov

[Email address below]

8. OTHER PROVISIONS

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

8.2 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.

8.3 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.

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

8.5 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.

8.6 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.

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

8.8 This Agreement shall be governed and construed in accordance with the laws of the State of South Carolina. Each party shall comply with all federal, state and local laws, rules and regulations, standards and executive orders, without limitation to those designated within this Agreement. Any action relating to this Agreement shall be brought in a South Carolina Court. Any changes in the governing laws, rules and regulations during the term of the Agreement shall apply but do not require an amendment.

Said party has entered into this Agreement effective as of the date below.

[Sign] _____

[Print Name] _____

[Title] _____

[Representing] _____

Date _____