

NORTHERN NEVADA COOPERATIVE REAL TIME NETWORK

Subscribers Terms and Conditions

Registration and use of the service is contingent on accepting the following Terms and Conditions. By signing this application, you agree to these Terms and Conditions:

The Northern Nevada Cooperative Real Time Network GPS (NNCRN GPS) is a cooperative effort involving many partners with the Automated Reference Center (ARC). This collaborative partnership has made it possible to deliver services at a relatively low cost to users. The partners and the ARC are committed to delivery of reliable services through NNCRN GPS. However, some GPS reference stations are located in partnering agency facilities that may only be accessible during regular business hours. The user understands and acknowledges that this will limit ARC's ability to immediately address at these facilities outside of regular business hours. The user also understands and acknowledges the system will be maintained and supported during normal County business hours. Users of this service understand and acknowledge that support for connecting devices will not be provided by the ARC. Users should seek this support from their local vendors.

NNCRN GPS ("Provider") enters into this Service Agreement with _____ ("Customer") upon the following terms and conditions, to provide the following services:

SECTION 1: TERM

Subscribers have the option of choosing either an annual agreement or monthly agreement, with terms as noted:

Option 1 - Annual Agreement: The term of this agreement is for one (1) year from the date the contract is signed and will expire unless written request for renewal is received prior to the last day of the agreement, along with payment for the renewal year. The Annual Service Fee does not change regardless of the amount of service used during the year.

Option 2 - Monthly Agreement: The term is for one calendar month from the date the contract is signed or subscription service is started (IE March 14) and will expire on that date the following month (IE April 14) unless written request for renewal is received prior to the last day of the agreement, along with payment for the renewal. The Monthly Service Fee does not change regardless of the amount of service used during the month.

SECTION 2: SERVICE

2.1 The Customer understands and is aware that the Provider is providing **GPS correction data only** via Internet service to the Customer's Rovers. The Customer understands and agrees that the Provider is not responsible for the accuracy of the results achieved using the Provider's data. In all cases, it is entirely the responsibility of any user to determine the suitability of the information, and to verify, to the user's satisfaction as to due diligence, any errors and/or omissions, before using it for whatever purpose.

- 2.2 The corrected GPS data are provided in good faith by ARC and its partners for its information value. Given the inherent hazards of electronic communication, users acknowledge and understand that there may be omissions or inaccuracies in information contained in this website. As a result, it should not be used as a substitute for consultation with professional and competent advisors. Before making any decision or taking any action based on the information contained in this site, you should consult a professional who is competent in providing professional advice in your area of interest.
- 2.3 The Provider will seek to maintain a sufficient number of base stations operating within the service area at all times. The Customer understands and agrees that despite the reasonable efforts by the Provider, there may be times during which the VRS system, or portions thereof, is nonfunctional. Provider shall not be liable for any interrupted or discontinued service if the interruption or discontinuation of service is caused by an act of God, government regulation, economic unfeasibility, or any other reason making performance under this agreement impossible or unfeasible.
- 2.4 Regardless of the number of Rovers owned by the Customer, it is understood and agreed that this license allows the Customer access to the VRS system with **one and only one** Rover at any given time, or if Customer pays for multiple Rovers then this license allows the Customer access to the VRS system with only that number of Rovers at any given time.
- 2.5 The Customer agrees to pay to the Provider the service fees for each Rover as described herein. It is understood and agreed that such fees are for services only. The Provider reserves the right to remove any Customer Rover from the network if said subscription fees are not paid, paid late, or the subscription term has expired. Any such removal of a Rover may occur without notice to the Customer.
- 2.6 The County will provide telephonic services, from Monday through Friday, 8:00 a.m. to 4:30 p.m., but only to troubleshoot connections to the ARC servers. The telephonic 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.

SECTION 3: COMPENSATION

The Customer agrees to pay the Provider the following fees, depending on the Option chosen, on or before the date service is to commence.

Subscription Fees

Option 1
Yearly Unlimited Subscription

| Quantity | Unit Price |
|----------|------------|
| 1 | \$1,200.00 |

Option 2
Monthly Unlimited Subscription

| Quantity | Unit Price |
|----------|------------|
| 1 | \$200.00 |

SECTION 4: MISCELLANEOUS PROVISIONS

- 4.1 **Severability.** If any provision of this Service Agreement or the application thereof to any person or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law. Without limiting the generality of the foregoing sentence, to the extent that any provision of this Agreement is prohibited or ineffective under the law, this Agreement shall be considered amended to the smallest degree possible in order to make the Agreement effective under the law.
- 4.2 **Governing Law.** This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Nevada without regard to Nevada's conflicts of laws principles. The rights and liabilities of the parties to this Agreement shall be determined pursuant to this Agreement. The Courts of the State of Nevada shall have the sole and exclusive jurisdiction in any case or controversy arising under this Agreement or by reason of this Agreement, and for this purpose each part hereby expressly and irrevocably consents to the jurisdiction of such Courts.
- 4.3 **Titles and Captions.** Article and section titles or captions contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.
- 4.4 **Costs of Litigation.** In any action between the parties to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover expenses, including reasonable attorney fees, including expenses and fees of any appeals.
- 4.5 **Entire Agreement.** This Agreement is the final integration of the agreement of the parties with respect to the matters covered by it and supersedes any prior understanding or agreements, oral or written, with respect thereto.
- 4.6 **Time.** Time is of the essence of this Agreement and each provision hereof.
- 4.7 **Observance of Laws.** The Customer agrees that any and all use of the Provider's system shall not violate any federal, state, or municipal laws or ordinances. The Customer further agrees to hold the Provider harmless from all fines, claims, forfeitures or penalties arising from such a violation.
- 4.8 **Termination.** Except as otherwise provided in this Agreement, any party may terminate this service agreement upon providing thirty (30) days written notice to the other party. All service fees and other agreements contained herein shall remain in force as though such termination did not occur. The Provider agrees to furnish to the Customer a final invoice for services upon receipt of notice to terminate. The Customer agrees to pay the final invoice upon termination unless other arrangements have been agreed to in writing.
- 4.9 **Warranties.** EXCEPT AS OTHERWISE PROVIDED BY THIS AGREEMENT, THE PROVIDER MAKES NO EXPRESS OR IMPLIED WARRANTY AS TO ANY MATTER, INCLUDING, WITHOUT LIMITATION, THE ACCURACY OF INFORMATION TRANSMITTED.
- 4.10 **Notices.** Any notice required to be given by either party shall be written and mailed to the Provider of the Customer addresses shown in this agreement by registered or certified mail. These addresses may be changed by notice.
- 4.11 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original and will not become effective and binding upon the Provider until accepted and executed by the Provider's authorized representative.

Subscription Term

Option 1: Yearly Unlimited

Option 2: Monthly Unlimited

Requested Number of Subscriptions

Login: *(Required)*

Password: *(Required)*

Special Instructions *If Special Instructions Change the Rate and or Term of the Subscription, it must be accepted by an NNCRN Representative. (Additional Login/Password)*

NNCRN GPS Authorized Signature: _____ Date: _____

Washoe County Surveyor

Authorization

By signing this application, I agree to the terms and conditions set forth herein and hereby authorize NNCRN GPS to investigate my personal and/or business credit for the purpose of purchasing, subscribing, renting, and/or leasing equipment and supplies.

Name: _____ Date: _____

Authorized Signature: _____ Date: _____

CONTACT INFORMATION: *(Required)*

Telephone Number: _____

Email: _____

Northern Nevada GPS Network Data Output

Connection

Output

Washoe RTKNet

Single Base (GPS and GLONASS Satellites):

CMR+, RTCM2.3 and RTCM3.1

All Network Bases (GPS Satellites):

CMR, RTCM2.3 and RTCM3.1

VRS_RTK_GLN

NetR5 & NetR9 Receiver Network Bases (GPS and GLONASS Satellites): CMR and RTCM3.1

VRS_SPR_GLN (Sparse GLONASS)

Network Bases except Gerlach (GPS and GLONASS Satellites): CMR and RTCM3.1

Network Base Station Output

DOT1

GPS and GLONASS

GARD

GPS and GLONASS

YER1

GPS and GLONASS

FLN1

GPS and GLONASS

WWRF

GPS and GLONASS

STEA

GPS and GLONASS

INV1

GPS and GLONASS

SSB2

GPS

RNO1

GPS

ZOLE

GPS

COF1

GPS

GERL

GPS