

C4G REAL-TIME NETWORK SERVICES – TERMS OF SERVICE

Acceptance of Terms Through Use

WELCOME TO **C4G Real-Time Network (RTN) SERVICES** provided by LSU Center for GeoInformatics (“C4G”). Before you can begin using our services, we ask that you read and agree to the following terms and conditions of service (“TOS” or “Terms of Service”) that apply to the C4G RTN Services and your subscription to them, by indicating so at the relevant tick box or by clicking on the “**I AGREE**” button as the case may be. You may print this agreement which will be stored by us in electronic form and sent to you at your request.

PLEASE NOTE THAT BY USING THE C4G RTN SERVICES YOU (WHICH INCLUDES SUBSCRIBER AND SUBSCRIBER’S AUTHORIZED PERSONNEL) ARE AGREEING TO BE BOUND BY ALL TERMS, CONDITIONS, AND NOTICES CONTAINED OR REFERENCED IN THE CURRENTLY POSTED TERMS OF SERVICE. FURTHER, YOUR CONTINUED USE OF THE C4G RTN SERVICES FOLLOWING THE POSTING OF ANY CHANGES TO THE TERMS OF SERVICE WILL CONFIRM YOUR ACCEPTANCE OF THOSE CHANGES. IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE, YOU MAY NOT USE THE C4G RTN SERVICES. FURTHERMORE, ACADEMIC USERS MUST PURSUE STANDARD RESEARCH COLLABORATIVE AGREEMENTS WITH C4G.

The Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (“LSU”) and C4G reserve the right to update the TOS at any time with or without notice. The current TOS is posted for view at <http://C4G.LSU.EDU/downloads/C4GTOS.pdf>.

Description of Services / C4G RTN Service Plans

C4G RTN Services (hereinafter the “RTN Services”) are subscription based services that provide the subscriber with access via the Internet or other broadcast means to real time GPS/GNSS position observations correction data (“Real Time Data Readings”), through packet switched connections such as GPRS or 1xRTT and, in some areas, circuit switched wireless data transmission such as GSM, or by broadcast radio. The RTN Services are offered under various “RTN Service Plans” which provide subscribers with either limited or unlimited access to the RTN Services.

In order to use and communicate with the RTN Services, you must purchase one or more RTN Service Plan subscription(s) by entering into a RTN Service Plan Subscription Order and Subscriber Agreement, and separately purchase (or have already) one or more applicable Global Positioning System (“GPS”) and or Global Navigation Satellite System (“GNSS”) receiver hardware device(s) (such as the Trimble R8 GNSS receiver) and one or more wireless communication device(s) that support(s) GSM or GPRS wireless services, (collectively “Devices”). Additionally, to receive data transmission via GPRS, your Devices must support the public domain NTRIP protocol (Networked Transport of RTCM via Internet Protocol). If your Device does not support the NTRIP protocol and RTN Services include support for circuit switched connections in your service region, then data transmission will be received via GSM and caller ID must be enabled on your Device so that user authentication can be completed.

To enable use of the RTN Services with your GSM or GPRS communication Devices, you will also need to purchase a separate wireless data plan from your wireless communications carrier. All such wireless communications services and equipment obtained by you are subject to the terms and conditions of the applicable agreement(s) between you and your wireless carrier, and neither LSU nor C4G shall have any responsibility for the availability, quality or performance of wireless communications services and telephone equipment which are the sole responsibility of your wireless carrier.

Limited License to Use RTN Services and Content

Subject to your compliance with your RTN Service Plan Agreement (which includes these Terms of Service), your completion of the C4G RTN Service Plan Subscription Order form to establish a C4G RTN Services account, and prepayment of all applicable RTN Service Plan subscription fees, the LSU and the LSU Center for GeoInformatics (hereinafter the "C4G") grant you a non-exclusive right and license to access and use the RTN Services for the duration of your subscription.

You may authorize the personnel associated with your business to access and use the RTN Services under this license, but only one Device at one time per RTN Service Plan subscription. A subscription may not be shared or used concurrently. For the avoidance of all doubt, the use of the RTN Services under this license is not restricted to an individual Device; it can be used on multiple devices but not concurrently. You undertake to inform all personnel whom you authorize to use the RTN Services of the terms, conditions and restrictions of the TOS, and you remain responsible under law for their compliance with the TOS.

Under this limited license you are permitted to access the RTN Services Real Time Data Readings provided that you do not: (1) access or use the RTN Services other than by or with a Device owned and used by you; (2) transfer, sublicense or resell the RTN Services or content (to another individual or entity); (3) use the RTN Services or content to create another product or service; or (4) broadcast or otherwise disseminate the RTN Services for concurrent use from more than one Device. You acknowledge that the RTN Services are only capable of providing positional information relating to real world objects.

Authorized account users shall access RTN Services only via authenticated login ID and passwords. Authentication will be achieved by using the NTRIP protocol, or by using caller ID if only circuit switched connections are available through your Device and/or in your geographic area.

Subscriber Account; RTN Service Plan Agreement; Password Protected Access

To access and use the RTN Services you are required to open an account by completing a C4G RTN Service Plan Subscription Order and Subscriber Agreement form and providing us with current, complete and accurate information. Proper use of RTN Services require specialized training and knowledge of professional standards and practices. Possession of such skills and training shall be assumed if licensee is a licensed professional land surveyor, hydro-surveyor or professional engineer. Others must receive prior written approval from LSU C4G to use RTN Services. RTN Services are only available to persons who can form legally binding contracts under applicable law, and are not available to minors. If you do not qualify, please do not subscribe to the RTN Services. LSU/C4G reserve the right to refuse its RTN Services to anyone at anytime at its sole discretion. Your submitted C4G RTN Service Plan Subscription Order and Subscriber Agreement (under which you agree to these Terms of Service), when accepted by LSU/C4G (as acknowledged in writing via email or otherwise) is referred to herein as the "**C4G RTN Service Plan Agreement.**"

At the time of filling out the C4G RTN Service Plan Subscription Order and Subscriber Agreement form you may suggest a user name for each RTN Service Plan subscription. The user name and password for each account will be supplied by LSU/C4G. If your Device does not support NTRIP (and therefore, user names and passwords) and RTN Services include support for circuit switched connections in your service region, you will be required to provide the telephone number of the wireless communication Device that you will use to connect to the RTN Services, so that Device authentication can be completed via caller ID.

You are entirely responsible for maintaining the confidentiality of your passwords and accounts, and you agree that LSU/C4G may terminate your subscription and access to the RTN Services if you fail to do so. Additionally, you are fully responsible for any and all activities that occur under your account. You agree to notify LSU/C4G immediately of any unauthorized use of your account or any other breach of security. LSU/C4G will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge.

If at any time you change the telephone number of a Device then you must notify LSU/C4G in writing of such changes at C4GRTN@C4G.LSU.EDU or via the C4G RTN eCommerce site located at <http://STORE.C4G.LSU.EDU>. LSU/C4G will use commercially reasonable efforts to promptly update its RTN Services authentication database with the changes you have made to your account.

Ownership of RTN Services; Use Limitation

The RTN Services (inclusive of all content) are the property of LSU/C4G and/or its suppliers and are protected by worldwide copyright and other intellectual property rights laws and treaties. The RTN Services are made available solely for your personal or internal business use, and you shall not acquire any rights in the RTN Services except as expressly provided herein. Unless otherwise specified in the TOS or expressly agreed to in writing by LSU/C4G on a specific case by case basis, you may not modify, copy, distribute, transmit, display, reproduce, publish, license, create derivative works from, transfer, lease or sell any data obtained from the RTN Service.

You understand and acknowledge that the RTN Services are not, nor are they intended, to be used for any safety critical or safety related use or application and you shall not use them in that manner.

RTN Service Plan Subscriptions / Fixed "Plan Year" Term / Fees

RTN Service Plan subscriptions are contracted on an annual basis for a fixed term of twelve (12) months each (a "**Plan Year**"). Multiple Plan Year subscriptions may also be available. Your initial RTN Service Plan Year will commence on the earlier of the date of your RTN Service Plan Agreement or the date on which the RTN Services are made available to or accessible by you ("**activation**"). Applicable subscription fee charges are due and payable in advance, either annually or monthly, depending upon the terms and conditions of payment agreed to by LSU/C4G under your RTN Service Plan Agreement.

In order to access and use the RTN Services, you must pay the subscription fee charges and applicable taxes that apply to each RTN Service Plan subscription purchased by you at the rates prevailing at the time payment is due. The foregoing shall be deemed to include all other charges taxes, levies and duties (howsoever designated) that result directly or indirectly from government regulations or mandates (For the avoidance of doubt this includes, without limitation, those of government recognized organizations levying fees i.r.o. on intellectual property rights.)

LSU/C4G may at any time, but no more than once during a twelve month period, increase its subscription fee charges as a result of increased prices or charges imposed on LSU/C4G by third party providers of the RTN Services; and you agree to pay such increase in fees.

LSU/C4G will endeavor to give you reasonable prior written notice of any changes in taxes, fees or other charges that may be implemented as aforesaid during a Plan Year. If at any time it becomes apparent that charges, taxes, levies and duties (howsoever designated) have inadvertently not been billed to you together with the fees and charges for the RTN Services you shall nonetheless forthwith pay these against the applicable LSU/C4G invoice(s).

Payment Terms

You agree to pay all subscription fees when due through the full term of each Plan Year for which you have contracted, without deduction or offset, in the currency indicated in your RTN Service Plan Agreement. Subscription fee payments may be made cash in advance, by credit card or other LSU/C4G accepted payment method. **Subscription fees are non-refundable and non-cancelable.**

In the event that you fail to make timely payments, LSU/C4G will be entitled to: (i) impose late charges of 1% of the unpaid amount for each month that the amount is unpaid; (ii) terminate your RTN Service Plan subscription and license; and/or (iii) suspend RTN Services.

In the event RTN Services are suspended due to non-payment or late payment and then reinstated, (suspension and reinstatement is granted, or denied in LSU/C4G's sole discretion), you will be charged for, and you agree to pay upon the restoration of RTN Services, an administrative reinstatement fee of one hundred fifty dollars (\$150.00) per RTN Service Plan, to defray LSU/C4G's costs incurred in connection with the suspension and restoration of RTN Services. A suspension of RTN Services will not extend any RTN Service Plan subscription term. In the event of early termination of a RTN Service Plan subscription for any reason, the outstanding balance of all subscription of fees payable through the remainder of the subscription term will become immediately due and payable. LSU/C4G shall have the continuing right to approve your credit and change your credit terms. LSU/C4G reserves the right to require a security deposit from you in its sole discretion.

Privacy

Please review our Privacy Statement at www.C4G.LSU.EDU/privacy.php to understand our general data privacy practices. LSU/C4G may make use of one or more external service providers to host the RTN Services. LSU/C4G is committed to using Subscriber-identifying data collected by LSU/C4G as a result of Subscriber's use of the RTN Services only in situations when we believe, in good faith, that such release is reasonably necessary, in particular: (i) to the extent applicable in keeping with our Privacy Statement, (ii) in connection with providing the RTN Services, and (iii) as necessary to comply with applicable laws (iv) enforce or apply the terms of our user agreements (e.g., C4G Web Site Terms of Use), or (v) to protect the rights, property or safety of LSU/C4G, web site users, or others.

You acknowledge that in the event of conflict of privacy laws or practices in your jurisdiction and that in the domicile of LSU/C4G, law applicable in LSU/C4G's domicile shall have precedence at all times. You furthermore acknowledge that the data stored and collected by the C4G RTN Service may be retraceable to individuals ("**personal data**"). Please note that if you or your employees, agents or other users submit personal data through the LSU/C4G websites, it will be sent to and stored by LSU Center for GeoInformatics, in the United States. It will collect, process and transfer personal data in accordance with the Privacy Statement. By submitting personal data through a LSU/C4G web site you consent to LSU/C4G's collection, use, storage and transfer of such personal data to our company databases and other repositories, wherever located, for the purposes for which it is submitted and in accordance with the policies set forth in the Privacy Statement. You shall inform your employees, servants and other persons or entities using the RTN Service and shall be responsible for obtaining their consent to the extent required in your jurisdiction for LSU/C4G's use of personal data as described in and referred to in these TOS. You shall not access the personal data stored by LSU/C4G and accessible to you other than allowed under applicable laws and regulations under your jurisdiction.

In the ordinary course of business LSU/C4G will not sell, trade or rent personal data to others. You agree that LSU/C4G may share the personal data you, your employees and servants provide online with LSU/C4G, its subsidiaries and affiliates or its business partners and as described below:

- *Affiliated Companies, Service Providers and Business Partners.* We work together with affiliated companies, service providers and business partners who are acting with us or on our behalf for the uses described above. When an affiliated company or one of our business partners is involved in a transaction with you, we may share personal identifying information related to this transaction.
- *LSU/C4G Authorized Dealers and Distributors.* We work with and through members of our distribution channel to provide customers and potential customers with product information and customer service. For example, LSU/C4G may forward the contact information of a potential customer to a LSU/C4G-authorized dealer to respond to a customer inquiry about LSU/C4G products. Or, LSU/C4G may forward such contact information to enable a LSU/C4G-authorized dealer to furnish customers with a product updates. LSU/C4G requires that its dealers and

distributors keep confidential any personal data of customers or potential customers disclosed to them.

- *Agents.* We use agents to act on our behalf. For example, agents may fulfill orders, provide support, or organize sweepstakes. Agents are only given access to the information necessary to perform their functions and LSU/C4G requires that its agents keep confidential any personal identifying information disclosed to them.
- *Mergers and Reorganizations.* In the event of a corporate reorganization, such as a merger, acquisition or sale or transfer of assets by LSU/C4G outside the normal course of business, customer information may be transferred to third parties.

Modification of RTN Services

LSU/C4G reserves the right to modify, enhance or make additions to the RTN Services in any way whatsoever as LSU/C4G may in its discretion decide, but shall not be obligated to do so. Any such modifications, enhancements or additions to the RTN Service shall be subject to the terms and conditions of the TOS. LSU/C4G reserves the right to offer new features at an additional charge. LSU/C4G will use commercially reasonable efforts to give you not less than two (2) months' notice of any change in the format of the RTN Services that LSU/C4G deems will result in your being unable to access the RTN Services under your RTN Service Plan subscription.

No Misuse of RTN Services

As a condition of your use of the RTN Service you agree that you will not use the RTN Service for any purpose that is unlawful or prohibited by the TOS. LSU/C4G may restrict or cancel the RTN Service to you if there is a reasonable suspicion of, or any actual misuse or fraudulent use by you. You will be responsible for any costs incurred by LSU/C4G or any other party (including attorneys' fees) as a result of your misuse or fraudulent use of the RTN Service. Misuse or fraudulent use includes, but is not limited to,

- Using the RTN Services in such a manner so as to interfere unreasonably with the use of RTN Services by one or more other users or wireless customers or to interfere unreasonably with the underlying carrier's ability to provide RTN Services;
- Subscription fraud or unauthorized access; or using the RTN Services without permission or on a stolen or lost device;
- Taking any action that imposes an unreasonable or disproportionately large load on the RTN Services infrastructure;
- Tampering with or making an unauthorized connection to the network;
- Reselling or re-billing the RTN Services to any other individual or entity;
- Re-broadcasting the RTN Services without the express written permission of LSU/C4G.

Termination of RTN Services, Account

If you violate these Terms of Service, your authorization and license to use the RTN Services automatically terminates.

Network Coverage, GNSS Satellites, Interruption of RTN Service

You acknowledge that the RTN Services and network access are subject to transmission limitations caused by a variety of factors such as atmospheric conditions, topographical obstructions, solar storms, limitations or lack of coverage of underlying carrier services and internet availability, and other natural or

manmade conditions. Additionally, motor and ignition noise, metal shielding, interference by users of the same or adjacent radio channels may limit or interfere with coverage. You expressly agree that neither LSU nor C4G is responsible for the operation or failure of operation of GNSS satellites or the availability of GNSS satellite signals, or for third party wireless or internet carriers, and you hereby expressly waive any such claims you might have against LSU and/or C4G.

Neither LSU nor C4G shall be held liable by you or any third party for any loss or damage arising from the RTN Services, or its interruption, transmission errors, defects or any other cause, including, but not limited to, interruption caused by the underlying carrier or provider of the RTN Services, and you hereby expressly waive any such claims you might have against LSU and/or C4G. Neither LSU nor C4G assumes and shall not have any liability for events beyond LSU/C4G's control or the control of LSU/C4G's employees, board members, subcontractors, licensors or business partners, including, but not limited to, acts of God, acts of any governmental entity, terrorism, natural disasters or weather conditions, power outages or strikes and work stoppages.

Risk of Loss

You are responsible for any risk of loss for the hardware equipment required to communicate with the RTN Service (either provided by LSU/C4G or a third party), from any cause, including vehicle failure, theft, fire, collision, tampering, and vandalism.

Discontinuation or Cancellation of RTN Service; Cancellation Fee

LSU/C4G reserves the right to discontinue the RTN Service in whole or in part, and/or to cancel your RTN Service account with or without notice for any reason at any time; and you agree that LSU/C4G shall not be liable to you or any third party for any such cancellation or termination except as expressly provided herein. If LSU/C4G cancels your account for any reason, you agree not to reregister for an account to the RTN Services without written permission from LSU/C4G.

If LSU/C4G cancels your RTN Service Plan account(s) and terminates your RTN Service Plan subscription(s) for LSU/C4G's convenience due to no default on your part, then you will have no further subscription payment obligations, and LSU/C4G will reimburse you a proportion of the subscription fees received by LSU/C4G based upon the unexpired term of the currently active RTN Service Plan subscription as of the time of termination.

Should you cancel your account and/or the RTN Services in whole or in part, or if we cancel or terminate your account and RTN Service Plan subscription due to your breach of your RTN Service Plan Agreement (including these Terms of Service), your insolvency, bankruptcy (or similar action or proceeding), or your ceasing to do business in the ordinary course, you will be charged a cancellation fee equal to the amount of the subscription fee charges payable through the remaining term of your then currently active RTN Services Plan subscription(s). Such cancellation charges will become immediately due and payable.

Deletion of Subscriber Data

LSU/C4G reserves the right to permanently delete from its servers any and all information, data and content maintained in or under your RTN Service Plan account(s) upon any termination of the RTN Services or your subscription. LSU/C4G accepts no responsibility for such deleted information, data or content.

General Disclaimer and Limitation of Liability

- **The RTN Services have not been created for any particular customer's or Subscriber's requirements, whether operationally, functionally, technically, accurately or otherwise. It is Subscriber's sole responsibility to ensure that the RTN Services are fit for Subscriber's intended use or purpose.**

- Neither LSU nor C4G warrants or makes any representations regarding the uninterrupted continuity of the RTN Services (whether in whole or in part), nor does either LSU or C4G warrant that the RTN Services are free from faults or defects.
- You hereby waive any and all claims for liability that you might have against LSU and C4G, including claims arising under theories of ordinary negligence, gross negligence, absolute negligence, strict liability, or any other form of fault whatsoever, for loss or damage to you or to any person or to the property of you or anyone arising from, incidental to, or related in any way to the use of the GRTN Services or the results achieved, any interruption or failure in whole or in part of any electronic transmission of the GRTN Services, and any interruption, failure, or other unavailability in whole or in part of satellite-based positioning systems or signals (e.g., GPS/GNSS), or interruption, failure, or other unavailability of the GRTN Services as a result of same.
- TO THE FULLEST EXTENT PERMISSIBLE BY LAW, LSU, C4G AND ANY OTHER THIRD PARTY CONTRIBUTING TO THE RTN SERVICES, DISCLAIM AND EXCLUDE ALL WARRANTIES, CONDITIONS, REPRESENTATIONS OR TERMS, WHETHER EXPRESS OR IMPLIED BY COMMON LAW, STATUTE OR OTHERWISE INCLUDING, BUT NOT LIMITED TO, ANY REGARDING THE ACCURACY, COMPATIBILITY, MERCHANTABILITY, FITNESS FOR PURPOSE, PERFORMANCE, SATISFACTORY QUALITY OR USE OF THE RTN SERVICES. C4G FURNISHES AND YOU ACCEPT THE RTN SERVICES "AS-IS" AND AS AVAILABLE.

Indemnification

You hereby agree to defend, indemnify, and hold LSU, C4G, and third-parties contributing to the TRN Services harmless from and against any and all claims for liability, including but not limited to claims for attorney fees, that may be asserted against them, including but not limited to claims arising under theories of ordinary negligence, gross negligence, absolute negligence, strict liability, or any other form of fault whatsoever, for loss or damage arising from, incidental to, or related in any way to your use or misuse of the RTN Services. Your obligations under this paragraph shall include payment of all reasonable costs, expenses, and fees of LSU's and C4G's counsel of choice.

Choice of Law and Forum

The RTN Service Plan Agreement (inclusive of these Terms of Service) and any claims you might assert against LSU and/or C4G arising out of your use of the RTN Services shall be governed by and construed in accordance with the laws of the State of Louisiana and applicable United States federal law (if any), without reference to "conflicts of laws" provisions or principles. You expressly agree that the exclusive forum and venue for all such claims shall be the Nineteenth Judicial District Court in and for the Parish of East Baton Rouge and/or the State of Louisiana in respect of any claim or action arising out of or relating to the RTN Service Plan Agreement or your use of the RTN Services. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the RTN Services or your subscription must be filed within one (1) year after such claim or cause of action arose or be forever barred.

General Provisions

The RTN Service Plan Agreement (inclusive of these Terms of Service), constitute the entire agreement between you and LSU/C4G, and supersedes any and all prior agreements, negotiations and communications (whether written, oral or electronic) between you and LSU/C4G with respect to the RTN Services and RTN Service Plans. No change, modification, or wavier of the terms and conditions thereof shall be binding on LSU/C4G unless made in writing, with LSU/C4G's approval. Any rights not otherwise expressly granted by the RTN Service Plan Agreement are reserved by LSU/C4G. The failure of LSU/C4G

to exercise or enforce any right or provision thereof shall not constitute a waiver of such right or provision. If any part of the RTN Service Plan Agreement is held invalid or unenforceable, by a court of competent jurisdiction, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

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