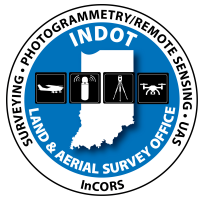




INDIANA DEPARTMENT OF TRANSPORTATION



Indiana Continuously Operating Reference Station (InCORS) Network Real Time Correction Message User's Responsibility and Agreement for the Use & Access of Data

GENERAL

The Real Time Network Correction broadcasts in Radio Technical Commission for Maritime Services (RTCM) format and Compact Measurement Record (CMR) format for the stations which are a part of the InCORS Real Time Network (hereinafter "the InCORS") and are offered to you, the user ("User"), as a public service. As used in this Agreement, "User" means any natural person accessing or using the InCORS via an authorized user name and password. User, in consideration for user's access to and/or use of the InCORS Real Time Correction Message, agrees that user's access to and/or use of the InCORS is subject to the following terms and conditions:

Government personnel and the general public may use this system to retrieve RTCM and CMR Messages. A User will not:

- 1) Knowingly and without authorization, alter, damage, or destroy the Indiana Department of Transportation ("INDOT") or another user's computer system, network, software, program, documentation or data contained therein;
- 2) Use this service to conduct or attempt to conduct any business or activity or solicit the performance of any activity that is prohibited by law. In addition, taking action which results in blocking access to this IP address by other users will be deemed an unauthorized use and may subject the User to legal action.

This system uses administrative monitoring of Users accessing the system. User agrees that INDOT may monitor its access and use of the InCORS, may record and keep records of such activity, and may use such information for INDOT purposes. System administrators may provide evidence of possible criminal activity identified during such monitoring to the appropriate law enforcement officials. User acknowledges that such information may be public information.

A User shall not hold himself or herself out as a representative, agent, or employee of INDOT and INDOT shall not be liable for any representation, act or omission of the User.

Reference in this document/service/website to any specific commercial products, process, or service by trade name, trademark, manufacturer, or otherwise, does not necessarily constitute or imply its endorsement, recommendation, or favoring by INDOT.

DISCLAIMER OF LIABILITY AND RELIABILITY

The State of Indiana, INDOT, and its officers, employees, agents, vendors, or third party service providers (hereinafter "Provider") do not represent, promise, or warrant that the InCORS is or will be free of defects or that uninterrupted access to or use of the InCORS is or will be available.

In preparation of this RTCM and CMR Broadcast Service, the Provider has endeavored to offer current, correct, and clearly expressed information. Nevertheless, errors may occur. The Provider expressly disclaims any liability, of any kind, or for any reason, that might otherwise arise out of any use of the RTCM and/or CMR information broadcast provided by this service. In particular but without limiting its disclaimer, the Provider disclaims any responsibility for typographical errors or inaccuracies of the information provided or contained within the broadcast message. The Provider makes no warranties or representations whatsoever regarding the quality, content, completeness, availability, suitability, adequacy, sequence, accuracy, or timeliness of the information and data provided by this service.

Provider makes no representations or warranties of any kind regarding this service that may serve as the basis for holding the Provider liable, under any circumstances, for any consequence of the use of this information contained in the RTCM and/or CMR broadcast message. The Provider makes no representations or warranties regarding the condition or functionality of this Broadcast Service or its suitability for use. Provider makes no warranties, express or implied, that the InCORS will continue in operation for any set or defined period of time, and Provider retains the right to suspend or terminate operation of or User's access to the InCORS at any time and for any reason without notice, or to modify the InCORS or User's access to the InCORS at any time and for any reason without notice.

If misleading, inaccurate or otherwise inappropriate information is discovered, the Provider asks that it be brought to INDOT's attention so that efforts may be made to correct or remove it.

It is the responsibility of the user to determine the quality, accuracy, and suitability of the service provided. User represents and warrants that User is proficient in the use of GPS systems of the type useable with the InCORS and will independently assess the accuracy and value of any data derived from the InCORS.

User represents and warrants that User has requested use of the InCORS Network for User's own use, and not for the use of any third party. To facilitate access to the InCORS, User will be provided information, including a user name, password, and the Internet Protocol (IP) address of the InCORS. User agrees to keep this information confidential and agrees User will not disclose any information regarding IP addresses, account usernames and account passwords to any third party. User agrees that User will maintain as confidential usage information regarding the InCORS positioning data, and any other data obtained by User through authorized use of the InCORS, and that such information and data shall remain the exclusive property of INDOT.

If the User agrees to all the provisions of this document, the entity capable of executing documents on behalf of the firm or company utilizing this service must provide all requested information hereon, sign, date, and return this document to the address below.

Once INDOT processes the completed agreement you will be provided with a username and password that will allow User access to the Broadcast Service. At this time this service is provided free of charge, however Provider reserves the right to assess fees in the future if it becomes necessary in order to defray InCORS network maintenance and upgrade costs.

JURISDICTION

Use of this service is governed by the laws of the State of Indiana.

SEVERABILITY

If any part of this Disclaimer is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitation set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Disclaimer shall continue in effect.

Any rights not expressly granted herein are reserved.

Fill out information neatly and sign below:

Contact Information: Company Name: _____
Name of Contact Person: _____
Address: _____

Phone: _____
Fax: _____
* E-mail: _____

*** NOTE: The e-mail address you provide is used to communicate information to the User regarding network status updates, scheduled maintenance, and software/firmware upgrades which may affect network availability. It is the Users' responsibility to ensure all contact information, including e-mail address, is correct and updated when necessary.**

Primary Application (Check One): ☐ Survey
 ☐ Construction
 ☐ Agriculture
 ☐ Geographic Information Systems
 ☐ Other, please Specify _____

Number of accounts requested: _____

Equipment Make & Model: _____

I agree to all the provisions of this agreement:

Signature of Firm Officer or Authorized Employee

Date:

Printed Name and Title

Mail, Fax or E-mail completed form to:

Land & Aerial Survey Office
Attn: Network Administrator
120 South Shortridge Road
Indianapolis, IN 46219-6705
Fax: (317) 356-9351
E-mail: incors@indot.in.gov

(Please allow ample time for processing, incomplete forms will delay processing)

This section for office use only:

Rover User Name: _____ User Name: _____ Password: _____