

Agreement for Access to and Use of the Florida Permanent Reference Network

User, in consideration for user's access to and/or use of the Florida Permanent Reference Network, a real-time global positioning system (GNSS) network intended to provide spatial information to a diverse user community, the services thereof and any data created by or passing there through ("the FPRN"), agrees that User's access to and/or use of the FPRN (defined as the Florida Permanent Reference Network and any of its associated features, including but not limited to the Rover Status Subscription) is subject to the following terms and conditions:

Use of the FPRN is at User's sole risk. The FPRN is provided on an "as is" basis; it is User's sole responsibility to determine the quality, accuracy, or suitability of the FPRN for the User's intended purpose. The State of Florida, the Florida Department of Transportation, and its officers, employees, agents, vendors, or third-party service providers (hereinafter "Provider") do not represent, promise, or warrant that the FPRN is or will be free from defects or that uninterrupted access to or use of the FPRN is or will be available. Provider makes no representations or warranties as to the accuracy or integrity of the FPRN. Provider makes no warranties, express or implied, that the FPRN is fit for any particular purpose. Provider makes no representations or warranties, express or implied, that the FPRN meets any applicable law, rule, regulation, or standard or that FPRN meets any applicable law, rule, regulation, or standard for accuracy or precision. Provider makes no warranties, express or implied, that the FPRN will continue in operation for any set or defined period of time, and Provider retains the right to suspend or terminate the operation of or User's access to the FPRN at any time and for any reason without notice, or to modify the FPRN or User's access to the FPRN at any time and for any reason without notice. PROVIDER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, FOR THE FPRN, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

User expressly releases and agrees to defend, indemnify, and hold harmless Provider from and against all claims and expenses, including attorney fees, arising out of or related in any way to User's access to or use of the FPRN, in reference to any claim however caused and on any theory of liability, including but not limited to contract, strict liability, or tort (including but not limited to negligence), and including but not limited to losses or damages arising out of or related in any way to mistakes, omissions, interruptions, losses of data or files, errors, defects, viruses, delays in operation or transmission, failures, suspension, termination, or modification of the FPRN or access to the FPRN. User agrees that this is a comprehensive agreement to release, defend, indemnify, and hold harmless that applies to all losses and damages of any kind, including but not limited to compensatory, punitive, direct, indirect, or consequential damages; loss of data, income, or profit; and losses or damages to third-parties.

User represents and warrants that User has requested the use of the FPRN for User's own use and not for the use of any third party unless otherwise directed. User represents and warrants that User is proficient in the use of GPS systems of the type useable with the FPRN and will independently assess the accuracy and value of any data derived from the FPRN. User represents and warrants that User will comply with all laws, codes, rules, and regulations relating to User's use of the FPRN and that User has obtained all necessary licenses, permits, training, and authorizations necessary for access or use of the FPRN. User will not access or use FPRN for any unlawful purpose or any purpose not associated with the business activities of the User. User represents and warrants that User has requested the use of the Rover Status subscription, within the FPRN, for the use by Users Organization for the sole purpose of monitoring the Organization's individual Rover account connection details. User expressly releases and

agrees to defend, indemnify, and hold harmless Provider from and against all claims and expenses, including attorney fees, arising out of or related in any way to User's use of the RTCM messaging feature within the Rover Status subscription. User agrees that the Florida Department of Transportation may monitor User's access and use of the FPRN, may record and keep records of such activity, may use such records and information for the Department's purposes, and may provide any information or data derived from the use of the FPRN to law enforcement and other governmental entities at the sole discretion of the Department.

To facilitate access to the FPRN, User may be provided information by the Department, including a username, password, and the Internet Protocol (IP) address of the FPRN. User agrees to keep this information confidential and agrees that User will not disclose this information to any third party.

User agrees that if any part of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement will remain in full force and effect and will in no way be affected, impaired or invalidated.

Nothing contained in this Agreement is intended to, nor shall be construed to, create any rights in any third party or form the basis for any liability by Provider to any third party. This agreement shall be governed and construed in accordance with the laws of the State of Florida. The venue for any disputes associated with this Agreement shall be in Leon County, Florida.

As used in this Agreement, "User" means any natural person accessing or using the FPRN via an authorized user name and password, his, her, or their heirs, beneficiaries, successors, and assigns, and any entity on whose behalf the FPRN is accessed or used, its, his, hers, or their officers, employees, agents, directors, parents, subsidiaries, affiliates, shareholders, managers, members, partners, trustees, beneficiaries, successors and assigns.

ACCESSING AND/OR USING THE FPRN SHALL BE EVIDENCE OF THE USER'S KNOWING AND VOLUNTARY AGREEMENT TO AND ACCEPTANCE OF THESE TERMS AND CONDITIONS.