

## REFERENCE STATION HOST AGREEMENT

This Reference Station Host Agreement (“Agreement”) is entered by and between Earl Dudley, LLC (“ED”) and \_\_\_\_\_ (“Host” - ED and Host are collectively referred to as the “Parties”) as of \_\_\_\_\_ (the “Effective Date”).

In consideration of ED providing Host a subscription to ED’s iNET Network during the operation of the Agreement, Host will provide the following to ED during the operation of the Agreement:

- 1) A conditioned (temperature may range from 40 to 95 degrees Fahrenheit) space, acceptable to ED, to locate a Continuously Operation Reference Station (“CORS”) at the following address (the “Site”):

\_\_\_\_\_  
\_\_\_\_\_;

- 2) Access to the Site and permission to locate an antenna on or above the roof of the Site;
- 3) Access to and use of high-speed internet service including a static IP address;
- 4) Access to and use of electricity to run the CORS;
- 5) Access to and use of all GPS Raw data and RTK corrections from the CORS at the Site; and
- 6) Access to the CORS for maintenance and upkeep (i) during normal business hours (7:00 a.m. to 5:00 p.m., Monday through Friday), (ii) on weekends within 6 hours of ED giving verbal notice of intent to access the Site, and (iii) at any time within 12 hours of ED giving verbal notice of intent to access the Site.

Host acknowledges that ED has communicated to Host the modifications needed to install the CORS at the Site. Host further acknowledges that ED will install the CORS on a wall and run a cable from a roof-mounted antenna to the CORS. ED will install the CORS in a neat and professional manner. Upon vacating the Site, ED will repair damage caused by the installation of the CORS to a useable condition.

ED shall be responsible for damage to the CORS and related equipment installed at the Site due to fire, flood, storms or similar events. Host will use all reasonable security measures to ensure that the Site remains secure and to prevent unauthorized persons from accessing or tampering with the CORS and related equipment installed at the Site.

Subscribers to ED’s RTK service will have access to the RTK messages transmitted via the internet through the ED network server. Host’s internet static IP address information and other computer information will not be accessible by RTK rover users.

ED may assign the Agreement to any subsidiary or corporate affiliate, or to any successor or assign. Host may not assign the Agreement without prior written consent of ED, and any purported assignment by Host without such consent shall be null and void from the initial date of the purported assignment.

The term of this Agreement is five years from the Effective Date. The Agreement will renew automatically for a period of one year at the end of each term unless either party notifies the other party in writing 60 days prior to the end of the then-current term. Either Party may terminate the Agreement by providing 60 days written notice mailed via U.S. Certified Mail to the other party at the address shown below or at such new address as amended in writing to the other party.

Address for notifications:

HOST: \_\_\_\_\_ Earl Dudley, LLC  
\_\_\_\_\_ Attention Adam Arrington  
\_\_\_\_\_ 5352 1<sup>st</sup> Avenue North  
Birmingham, AL 35212

HOST: EARL DUDLEY, LLC

BY: \_\_\_\_\_ BY: \_\_\_\_\_  
Adam Arrington

ITS: \_\_\_\_\_ ITS: AUTHORIZED OFFICER  
PRINT NAME