

SmartNet North America

Any Constellation - Any Application - Open to All

City of Cape Elizabeth

Background

SmartNet North America

Leica Geosystems, Inc. launched SmartNet North America on March 1, 2010. SmartNet is a subscription based service offering GNSS Network RTK corrections throughout North America with Leica Geosystems directly operating, managing, and maintaining all segments of the network. From the reference stations in the field to the server and IT infrastructure, SmartNet offers a turnkey solution.

SmartNet provides GNSS Network RTK coverage in 26 US States and 6 Canadian Provinces, to anyone in need of Precision GNSS corrections. This includes the precision ag, construction, engineering, surveying and mapping markets.

SmartNet provides coverage for Maine and throughout the state, as well as all of the major metropolitan areas.

Hosting Proposal

SmartNet would propose to mount a SmartNet owned GNSS reference station at the building in . The station consists of the following:

- GNSS Antenna (Fig. 1)
- 80" – 96" Steel Mast & Monumentation (Fig. 2)
- LMR400 Antenna Cable
- GNSS Reference Station (Fig. 3)
- Power Supply

The needs for the station are minimal; we only require a small area to install our antenna mast that provides a clear and unimpeded view of the sky. Once secured, the mast will support the GNSS antenna and provide the necessary horizontal stability to determine the antennas position to +/- 5 mm (Fig. 1). We then route the antenna cable from the antenna through a conduit and into the building to a mutually agreeable location. The GNSS receiver is then secured to a wall or provided enclosure (Fig. 3), and the antenna cable is terminated and connected to the receiver.

The receiver will require an electrical outlet (utilizing 15kW of power annually), as well as a connection to the internet (utilizing 2-4kbps of bandwidth). All hardware, labor and installation costs are covered by SmartNet.

In return for providing us with a host location, SmartNet would compensate \$1500.00 annual payment .

Example Photos



Fig.1 GNSS Antenna

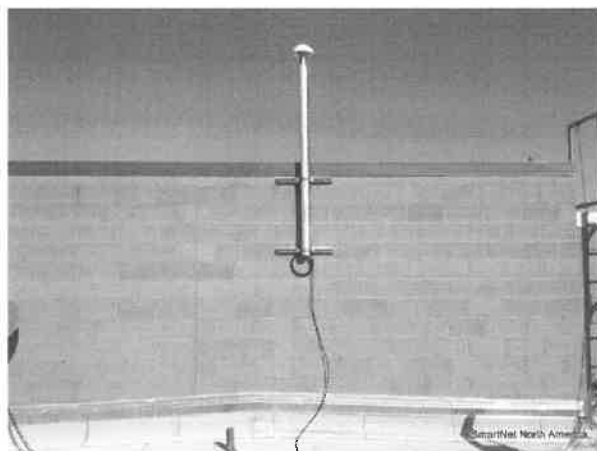


Fig.2 – 80" Steel Mast

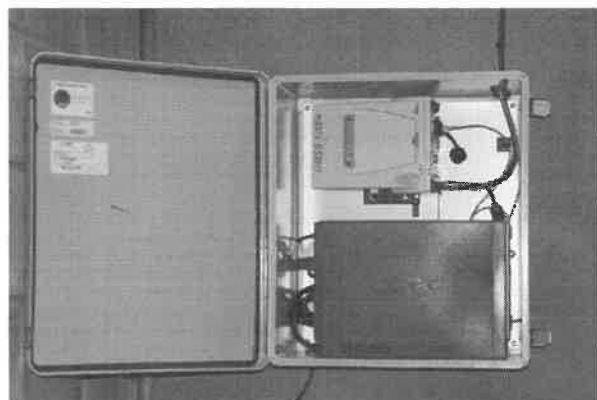


Fig. 3 – GNSS Reference Station Receiver

Fig.4 Preferred Mounting Location

**SMARTNET NORTH AMERICA REFERENCE NETWORK
REFERENCE STATION HOST AGREEMENT**

LEICA Geosystems Inc. and Host wish to contract for Host to participate in the SmartNet GNSS Reference Network on the terms and conditions set forth in the Agreement (all as defined below).

Accordingly, in consideration of the mutual agreements contained herein, each of Leica Geosystems, Inc. and Host acknowledges that it has received and reviewed this Agreement and agrees to be bound by the same.

Host City of Cape Elizabeth

Station Name: Cape Elizabeth

Effective Date: _____

1. **Definitions.** Certain terms used and not otherwise defined in this Agreement have the following definitions or meanings:

“**GNSS**” means global navigation satellite system

“**Agreement**” means this agreement together with the standard SmartNet Terms & Conditions and any agreed upon Appendices

“**Leica**” means Leica Geosystems, Inc., a Delaware corporation.

“**Network**” means the Reference Network marketed under the brand SmartNet, a real-time GNSS network anticipated to provide spatial information to a diverse user community in proximity to the Site.

“**Reference Station**” means the Leica GNSS reference station and associated or ancillary equipment located at the Site.

“**Site**” means the real property and improvements of the Host where the Reference Station is located.

“**Term**” means the period commencing with the Effective Date identified on the first page of this Agreement and continuing thereafter, unless terminated in accordance with the provisions of Section 4.

2. **Host Obligations.** Host hereby grants to Leica and its employees, agents, designees and/or contractors (hereinafter “Licensee”) right of ingress and egress to the Site to install,

maintain, repair and/or operate the Reference Station during regular business hours, if the Site is an occupied edifice, and at any reasonable time if unoccupied. No ownership, leasehold or other rights to the Site shall vest in Licensee by virtue of this Agreement. Host agrees and licenses Licensee to permanently erect the Reference Station in a place on the Site and to a standard consistent with the standards for the Network as established by Leica from time to time. Host also agrees to (i) provide access to and maintain an internet connection for the Reference Station and (ii) provide power.

3. **Payment.** As full and valid consideration for the obligations to Host set forth herein, Leica grants Host an annual payment of \$ 1500.00. This payment will remain in effect during the term of this Agreement.

4. **Termination.**

- a. Either Party may terminate this Agreement immediately by delivery of notice to the other Party at any time if the other Party materially breaches this Agreement.
- b. Either Party may terminate this Agreement for any reason or no reason upon 60 days' written notice.

5. **Notices.** All notices, authorizations, directions, consents, and other communications to, upon, and between the parties shall be in writing and shall be deemed to have been duly made, delivered and received when delivered personally or by nationally recognized courier service or when mailed by certified mail, postage prepaid and return receipt requested, or when transmitted, and receipt confirmed, by facsimile or electronic transmission to each Party at the address, facsimile number or electronic address set forth under the name of that Party on the first page of this Agreement or to either Party at such other post office address, facsimile number or electronic address as that Party may specify by notice to the other Parties.

6. **No Joint Venture or Partnership.** This Agreement shall not be deemed nor construed to create a joint venture or partnership between Host and Leica, nor shall this Agreement be deemed or construed as making either Party the agent or representative of the other Party. Neither Party shall have the authority to bind the other Party in any respect.

7. **Modifications.** This Agreement may not be modified, waived, amended, discharged, terminated or supplemented, or otherwise changed, except by a document executed by an authorized representative of each Party.

8. **Non-Waiver of Rights and Breaches.** Except as provided in Paragraph 10, no failure or delay of any Party in the exercise of any right given to such Party hereunder shall constitute a waiver thereof, nor shall any single or partial exercise of any such right preclude other or further exercise thereof or of any other right. The waiver by a party of any default of any other Party hereunder shall not be deemed to be a waiver of any such subsequent default or other default of

any party. No action or forbearance by any Party contrary to the provisions of this Agreement shall be construed to constitute a waiver of any of the express provisions hereof.

9. **Successors and Assigns.** Either Party may assign this Agreement (a) to one or more affiliates in connection with an internal corporate reorganization or restructuring (in which case the Party shall remain liable for its obligations hereunder notwithstanding such assignment) or (b) to a third party in connection with the sale of substantially all of a Party's assets to, or the merger of the Party into, a third party.

10. **Limitation of Remedies.** Neither Party shall seek, and each hereby irrevocably waives, monetary damages, whether direct, consequential, indirect, or punitive, as a consequence, or arising from, this Agreement or its breach. This Paragraph does not waive or affect either Party's remedies in cases of fraud or intentional torts. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL OR INDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFIT OR LOST OPPORTUNITY.

11. **Construction.** Each Party acknowledges that it has participated in the negotiation of this Agreement, had the opportunity to consult with legal counsel prior to executing the Agreement, and that no provision of this Agreement shall be construed against or be interpreted to the disadvantage of any Party hereto by any court or other governmental or judicial authority by reason of such Party having or deemed to have structured, dictated or drafted such provision.

12. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, with such counterparts together constituting one and the same instrument. Alternatively, the Parties acknowledge and agree that this Agreement may be, for convenience, executed in duplicate originals, each of which is intended to be and is as valid as its counterpart original.

13. **Invalidity.** If any term, provision, covenant or condition 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.

LEICA GEOSYSTEMS, INC.

HOST

Signature: _____

Signature: _____

Printed Name: Wendy Watson

Printed Name: _____

Title: Director of SmartNet NA

Title: _____

Date: _____

Date: _____

Address: _____

Address: _____

5051 Peachtree Corners Circle

Suite 250

Norcross, GA 30092

Attention: Wendy Watson

Attention: _____

Fax Number: 470-745-0669

Fax Number: _____

Email Address: contracts@smartnetna.com

Email Address: _____

SITE LOCATION

Station Name Cape Elizabeth

Site Address _____

Site City _____

Site State/Province _____

Site Zip/Postal Code _____

Site Phone Number _____

For general questions or issues, you may also contact us at support@smartnetna.com