

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	Fort Bend County, Texas
Station Name:	TXRN – Rosenberg, TX
Effective Date:	July 23, 2013

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.

“**Party**” or “**Parties**” means either Leica or Owner, individually, or both Leica and Owner, collectively.

“**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 6.

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. If Host cannot provide an internet connection, Leica has the right to establish an Internet connection for the purposes of the Network. This internet connection installation and monthly fee would be the responsibility of Leica.

3. **Network License.** As full and valid consideration for the obligations to Host set forth herein, Leica grants Host access for one GNSS RTK Rover to the Network pursuant to the terms and conditions set forth in the standard SmartNet Terms & Conditions, incorporated herein by reference. The access 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 Host 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 invalidity.

LEICA GEOSYSTEMS, INC.

Signature:

Wendy Watson

Printed Name:

Wendy Watson

Title:

Director of SmartNet NA

Date:

6/27/2013

Address:

5051 Peachtree Corners Circle

Suite 250

Norcross, GA 30092

Attention:

Connie McFarland

Fax Number:

770-447-0710

Email Address:

connie.mcfarland@leicaus.com

HOST

Signature:

Robert E. Hebert

Printed Name:

Robert E. Hebert

Title:

Fort Bend County Judge

Date:

7-23-13

Address:

Attention:

Fax Number:

Email Address:

SITE LOCATION

Station Name

TXRN - Rosenberg TX

Site Address

Site City

Rosenberg

Site State/Province

Texas

Site Zip/Postal Code

Site Phone Number

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

ADDENDUM TO THE AGREEMENT BETWEEN LEICA GEOSYSTEMS INC. & FORT BEND COUNTY, TX

The following provisions shall apply to the SmartNet GNSS REFERENCE NETWORK HOST AGREEMENT ("HOST AGREEMENT") and EXHIBIT A – NETWORK LICENSE SMARTNET REFERENCE NETWORK USER AGREEMENT ("USER AGREEMENT") attached hereto (collectively, "Agreement") between **Leica Geosystems Inc. ("Leica")** and **Fort Bend County, TX ("Fort Bend County")** and shall supersede any provisions to the contrary contained within the Agreement:

A. INSURANCE

Leica shall obtain and maintain throughout the Term, a certificate of insurance indicating coverage in the amounts stated below and provide that such insurance shall not be canceled, except on sixty (60) days prior written notice to Fort Bend County. All policies shall be underwritten by insurance companies maintaining A.M. Best's rating of A-VII or higher.

The certificates of insurance to be satisfactory to Fort Bend County, naming the Leica and its employees as insured are as follows:

1. Workers' Compensation in accordance with the laws of the State of Texas. Substitute policies other than Workers' Compensation Insurance will not be allowed.
2. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per bodily injury by disease.
3. Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
4. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

Fort Bend County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of Leica shall contain a waiver of subrogation in favor of Fort Bend County and members of Commissioners Court.

If required coverage is written on a claims-made basis, Leica warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Agreement and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time the work under this Agreement is completed.

Leica shall not commence any portion of the work under this Agreement until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.

No cancellation or material changes to the policies may be made without sixty (60) days prior, written notification to Fort Bend County.

Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of Leica.

B. INDEMNIFICATION

Leica shall save harmless Fort Bend County from and against all claims, liability, and expenses, including reasonable attorneys fees, arising from activities of Leica, its agents, servants or employees, performed under this Agreement that result from the negligent act, error, or omission of Leica or any of Leica's agents, servants or employees.

LEICA GEOSYSTEMS, INC.

Signature:

Wendy Watson

Printed Name:

Wendy Watson

Title:

Director of SmartNet NA

Date:

6/27/13

Signature:

Robert E. Hebert
HOST

Printed Name:

Robert E. Hebert

Title:

Fort Bend County Judge

Date:

7-23-13