

VRS/GIS MEMBERSHIP AGREEMENT

This Membership Agreement (the "**Agreement**"), dated as of _____, is by and between Western Data Systems Inc., a Texas Corporation ("**WDS**"), and _____ ("**Member**"). WDS and Member are sometimes referred to herein singularly as the "**Party**" and collectively as the "**Parties**". This Agreement will serve as a master agreement covering all Memberships the Member may control.

ARTICLE 1. BACKGROUND AND OBJECTIVES

Western Data Systems has coordinated the establishment of a VRS/GIS Network (the "**Network**") within the States of Texas and Oklahoma.

ARTICLE 2. MEMBERSHIP OBLIGATIONS

2.1 "**GIS Membership**" is defined as one Trimble GIS Receiver activated to work within the Network. Member may have one or more Memberships under its control. Except as exempted in Article 2.2 below, Member agrees to pay an annual fee of Six Hundred and No/100 Dollars (\$600.00) for each GIS Membership, WDS will issue a user name and password that will allow the Trimble GIS Receiver to access the Network.

2.2. RTK/VRS Members can obtain as many GIS Memberships as they have RTK/VRS Memberships at no cost to them. This is to be considered a benefit to those RTK/VRS Members as they participate in cost sharing of the network.

2.3 GIS memberships are not to be considered as having any ownership of the network. Ownership is strictly limited to RTK/VRS Survey Members.

2.4. Member agrees not to re-broadcast the RTCM signal.

ARTICLE 3. WDS OBLIGATIONS

3.1. WDS will be responsible for implementation of the Network. Once the system is operational, WDS agrees to operate and maintain the Network for an initial term of five (5) years (the "**Initial Term**"). Upon expiration of the Initial Term, WDS shall continue to operate and maintain the Network unless a majority of Members votes not to renew. All direct equipment, operating and maintenance costs will be passed on to the Members AT COST.

3.2. WDS agrees to establish Reference Stations in each major city, which meet the specifications, at no cost to the Network or its Members.

3.3 WDS reserves the sole right and discretion to refuse access to any Member of the

Network that it determines is in breach of this Agreement.

ARTICLE 4. PAID SUPPORT FEES

4.1. WDS will help set up your equipment and interface it to your cell provider at WDS office without charge.

4.2. After the initial set up is complete and system is working, WDS will charge for additional support and training on equipment that is being used in the GIS Network.

ARTICLE 5. LIABILITY

5.1 Neither WDS any other Members shall be liable for RTCM data used outside of the limits of the Network as such use may result in degraded accuracies.

5.2 Although WDS will use commercially reasonable efforts to maintain continuous RTCM service, Member acknowledges that interruptions in service may occur and that data availability is not guaranteed. As a result, neither WDS nor any other Members shall be liable for the unavailability or inaccuracy of the RTCM data.

5.3. Member acknowledges that the Global Positioning System ("**GPS**") is operated by the U.S. Government Department of Defense, which is solely responsible for the accuracy, daily operations and maintenance of the satellites used in that system. As a result, neither WDS nor other Members shall be liable for the unavailability or inaccuracy of GPS data.

5.4. Member acknowledges that data obtained through the GIS Network is used at its own risk.

ARTICLE 6. GENERAL

6.1. This Agreement shall not be construed as constituting either Party as partner of the other or to create any other form of legal association that would impose liability upon one Party for the act or failure to act of the other or as providing either party with the right, power or authority (express or implied) to create any duty or obligation of the other Party. Each Party shall be responsible for the management, direction and control of its employees and such employees shall not be employees of the other Party.

6.2. **Force Majeure.** Neither Party shall be liable for any default or delay in the performance of its obligations hereunder if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions in the United States, or any other similar cause beyond the reasonable control of such Party. In such

event, the nonperforming Party will be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such Party continues to use all commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. Any Party so delayed in its performance will immediately notify the other by telephone (to be confirmed in writing within five days of the inception of such delay) and describe at a reasonable level of detail the circumstances causing such delay.

6.3. **Waiver.** No action taken pursuant to this Agreement by either Party shall be deemed to constitute a waiver by such Party of compliance with any covenant or agreement contained herein unless the waiver is made expressly in writing signed by the waiving Party, and such waiver of any breach of any provision of this Agreement shall not constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof.

6.4. **Severability.** If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby, and such provision shall be deemed to be restated to reflect the original intentions of the Parties as nearly as possible in accordance with applicable law(s).

6.5. **Governing Law.** This Agreement shall be governed by the laws of the State of Texas as such laws are applied to contracts which are entered into and performed entirely within the State of Texas including the conflicts of law principles thereof. The sole and exclusive venue for any litigation or informal dispute resolution shall be Harris or Montgomery County, Texas.

6.6. **Binding Nature and Assignment.** This Agreement will be binding on the Parties and their respective successors and permitted assigns.

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. FURTHER, THE PARTIES AGREE THAT THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES RELATING TO THIS SUBJECT. THIS STATEMENT OF THE AGREEMENT SUPERSEDES ALL PROPOSALS OR OTHER PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER DESCRIBED IN THIS AGREEMENT.

**COUNTERPART SIGNATURE PAGE
TO
RTK MEMBERSHIP AGREEMENT**

WDS:

WESTERN DATA SYSTEMS, INC., a Texas Corporation

Date: _____

By: _____
Ed Meche, President

MEMBER:

Date: _____

By: _____
Name: _____
Title: _____

Notice Address:

Company Name _____

Contact Name _____

Address _____

Telephone _____

Fax _____

E-Mail _____