

RTK MEMBERSHIP AGREEMENT

This Membership Agreement (the "**Agreement**"), dated as of the _____ day of _____, 200____, 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 an RTK Network (the "**Network**") within the States of Texas and Oklahoma to be owned by the participating member survey companies. The Network will have its origins within the major metropolitan areas of both states, and is anticipated to expand outward until all areas are seamlessly combined into one RTK Network covering all areas that have data cellular telephone coverage. Using Trimble Reference Stations, Trimble GPSNet and Trimble RTKNet software, a member with a Trimble Rover (hereinafter defined) working within the Network will be able to obtain RTK accuracies using only Trimble Dual Frequency GPS Receivers.

ARTICLE 2. MEMBERSHIP OBLIGATIONS

2.1. A "**Membership**" is defined as one (1) Rover activated to work within the Network. Member may have one or more Memberships under its control. Except as exempted below, Member agrees to pay a one-time fee of Two Thousand and No/100 Dollars (\$2,000.00) for the first year of each Membership ("**Initial Membership Fee**"). For each Membership, WDS will issue a username and password that will allow the Rover for that Membership to access the Network.

2.2. After the initial one-year term, each Membership will automatically renew at a fee of Five Hundred and No/100 Dollars (\$500.00) per year ("**Renewal Fee**") unless Member notifies WDS in writing of its desire to terminate a Membership at least thirty (30) days prior to the end of the annual Membership term, which shall be determined by reference to the date that Membership was activated.

The Initial Membership Fee and the Renewal Fee are referred to herein collectively as the "**Membership Fees**".

2.3. Members that agree to install a qualified Reference Station (see Schedule A) which will be owned by Member may activate up to five (5) Rovers for each of Member's Reference Stations and shall be exempt from payment of the Initial Membership Fee and the first two Renewal Fees for each of the five (5) Memberships. Member may do with these Memberships as it sees fit, including selling them or sharing them with another company or organization. Reference Stations must meet the specifications set forth by WDS (see Schedule A) to be qualified for access to the Network.

2.4. In addition to Membership Fees, Member agrees to pay the Member's proportionate share of costs for implementation, testing, operation, and maintenance of the Network that are incurred by WDS and that exceed the amount of money generated by Network Membership fees.

2.5. Member agrees to allow WDS rental equipment access to the Network at no charge.

2.6. Member agrees not to re-broadcast the RTK 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 and operating costs will be passed on to the Members AT COST.

3.2. If at any time Members vote to change the structure or procedures of the Network, and WDS feels that the change will have a detrimental effect on the Network, WDS has the right, with sixty (60) days' advance written notice to the Members, to terminate its operation and maintenance of the Network and to turn such responsibilities over to the Members.

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

3.4. WDS agrees to provide to Member the following information on a quarterly basis:

- A. Names of all Member companies;
- B. Number of Memberships issued for both Reference Station owners and Non-Reference Station owners;
- C. Amount and source of all money paid into the Network account from Membership Fees;
- D. Detailed yearly report on expenses incurred by WDS; and
- E. Estimate of any major changes that might affect costs over the next reporting period.

3.5. 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. LIABILITY

4.1. Neither WDS nor any other Members shall be liable for RTK data used outside of the limits of the Network as such use may result in degraded accuracies.

4.2. Although WDS will use commercially reasonable efforts to maintain continuous RTK 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 RTK data.

4.3. 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.

4.4. Member acknowledges that data obtained through the RTK Network is used at its own risk.

ARTICLE 5. GENERAL

5.1. 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.

5.2. 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.

5.3. 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.

5.4. 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).

5.5. 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.

5.6. 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.

EXECUTED as of the date first written above.

[COUNTERPART SIGNATURE PAGES TO FOLLOW]

**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 _____

SCHEDULE A

REFERENCE STATION SPECIFICATIONS

In order for a Reference Station to be considered for inclusion into the RTK Network, it must meet the following specifications.

1. Reference Station must use a Trimble GPS Zephyr Base Antenna.
2. Reference Station location must have High Speed Internet available.
3. Reference Station location must be free of Multi Path problems.
4. Reference Stations that are being installed can be Trimble NetR3 or Trimble NetR5 receivers.
5. Reference Station location and installation must be reviewed and approved by WDS.