

Alaska Continuously Operating Reference Network (ACORN)

Real Time Correction Message User's Responsibility and Agreement for the Use & Access of Data

GENERAL

The Real Time Network Correction broadcasts in Radio Technical Commission for Maritime Services (RTCM) format for the stations which are a part of the Alaska's Continuously Operating Reference network (hereinafter "ACORN") and are offered to you, the user ("User"), as a public service. As used in this Agreement, "User" means any natural person accessing or using the ACORN via an authorized user name and password. User, in consideration for User's access to and/or use of ACORN Real Time Correction Message, agrees that User's access to and/or use of the ACORN is subject to the following terms and conditions:

Government personnel and the general public may use this system to retrieve RTCM Messages. A User will not:

- 1) Knowingly and without authorization, alter, damage, or destroy the Alaska Department of Natural Resources ("ADNR") or another user's computer system, network, software, program, documentation or data contained therein;
- 2) Use this service to conduct or attempt to conduct any business or activity or solicit the performance of any activity that is prohibited by law. In addition, taking action which results in blocking access to this IP address by other users will be deemed an unauthorized use and may subject the User to legal action.

This system uses administrative monitoring of Users accessing the system. User agrees that ADNR may monitor its access and use of ACORN, may record and keep records of such activity, and may use such information for ADNR purposes. System administrators may provide evidence of possible criminal activity identified during such monitoring to the appropriate law enforcement officials. User acknowledges that such information may be public information.

A User shall not hold himself or herself out as a representative, agent, or employee of ADNR and ADNR shall not be liable for any representation, act or omission of the User.

Reference in this document/service/website to any specific commercial products, process, or service by trade name, trademark, manufacturer, or otherwise, does not necessarily constitute or imply its endorsement, recommendation, or favoring by ADNR.

DISCLAIMER OF LIABILITY AND RELIABILITY

The State of Alaska, ADNR, and its officers, employees, agents, vendors, or third-party service providers (hereinafter "Provider") do not represent, promise, or warrant that ACORN is or will be free of defects or that uninterrupted access to or use of the ACORN is or will be available.

In preparation of this RTCM Broadcast Service, the Provider has endeavored to offer current, correct, and clearly expressed information. Nevertheless, errors may occur. The Provider expressly disclaims any liability, of any kind, or for any reason, that might otherwise arise out of any use of the

RTCM information broadcast provided by this service. In particular, but without limiting its disclaimer, the Provider disclaims any responsibility for typographical errors or inaccuracies of the information provided or contained within the broadcast message. The Provider makes no warranties or representations whatsoever regarding the quality, content, completeness, availability, suitability, adequacy, sequence, accuracy, or timeliness of the information and data provided by this service.

Provider makes no representations or warranties of any kind regarding this service that may serve as the basis for holding the Provider liable, under any circumstances, for any consequence of the use of this information contained in the RTCM broadcast message. The Provider makes no representations or warranties regarding the condition or functionality of this Broadcast Service or its suitability for use. Provider makes no warranties, express or implied, that the ACORN will continue in operation for any set or defined period of time, and Provider retains the right to suspend or terminate operation of or User's access to the ACORN at any time and for any reason without notice, or to modify the ACORN or User's access to the ACORN at any time and for any reason without notice.

If misleading, inaccurate, or otherwise inappropriate information is discovered, the Provider asks that it be brought to ADNR's attention so that efforts may be made to correct or remove it.

It is the responsibility of the User to determine the quality, accuracy, and suitability of the service provided. User represents and warrants that User is proficient in the use of GPS systems of the type useable with ACORN and will independently assess the accuracy and value of any data derived from ACORN.

User represents and warrants that User has requested use of ACORN for User's own use, and not for the use of any third party.

To facilitate access to ACORN, User will be provided information, including a User name, password, and the Internet Protocol (IP) address of ACORN. User agrees to keep this information confidential and agrees User will not disclose any information regarding IP addresses, account usernames, and account passwords to any third party. User agrees that User will maintain as confidential usage information regarding ACORN positioning data, and any other data obtained by User through authorized use of ACORN, and that such information and data shall remain the exclusive property of ADNR.

The User agrees to all the provisions of this document. At this time this service is provided free of charge, however, Provider reserves the right to assess fees in the future if it becomes necessary in order to defray ACORN network maintenance and upgrade costs.