



# *Hendricks County Surveyor*

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## **Hendricks County, Indiana Real Time Correction Message User's Responsibility and Agreement for the Use and Access of Data**

### GENERAL

The Real Time Correction Broadcasts Radio Technical Commission for Maritime Services (RTCM) format for the stations which are a part of the Hendricks County system is offered to you, the user ("User"), as a public service. You should read the following to understand the limitations regarding the information provided and the use to be made of these RTCM broadcasts.

Government personnel and the general public may use this system to retrieve RTCM Messages. A User may not: 1) knowingly and without authorization, alter, damage, or destroy the Hendricks County 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 unauthorized use and may subject the User to law enforcement action.

This system uses administrative monitoring of Users accessing the system. System administrators may provide evidence of possible criminal activity identified during such monitoring to appropriate law enforcement officials. If you (User) do not wish to consent to monitoring, do not sign this agreement.

A User shall not hold himself or herself out as a representative, agent, or employee of Hendricks County and Hendricks County Surveyor's Office shall not be liable for any representation, act or omission of the User.

### DISCLAIMER OF LIABILITY AND RELIABILITY

In preparation of this RTCM broadcast service, Hendricks County has endeavored to offer current, correct, and clearly expressed information. Nevertheless, errors may occur. Hendricks County expressly disclaims any liability, of any kind, or for any reason, that might arise out of any use of the RTCM information broadcast provided by this service. In particular, but without limiting its disclaimer, Hendricks County disclaims any responsibility for typographical errors or inaccuracies of the information provided or contained within the broadcast message. Hendricks County makes no warranties or representations whatsoever regarding the quality, content, completeness, suitability, adequacy, sequence, accuracy, or timeliness of the information and data provided by this service.

Hendricks County makes no representations or warranties of any kind regarding this service that may serve as the basis for holding Hendricks County liable, under any circumstances, for any consequence of the use of this information contained in the RTCM Broadcast message. Hendricks County makes no representations or warranties regarding condition or functionality of this broadcast service, its suitability for use, or that this Broadcast Service will be uninterrupted or error-free.

If misleading, inaccurate or otherwise inappropriate information is discovered Hendricks County asks that it be brought to Hendricks County's attention so that efforts may be made to fix or remove it. 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 Hendricks County.

It is the sole responsibility of the user to determine the quality, accuracy, and suitability of the service provided.

The user shall agree not to disclose any information regarding TCP/IP addresses to any other entity without the express written consent of Hendricks County.

If the user agrees to all the provisions of this document, the entity capable of executing documents on behalf of the firm or company utilizing this service must sign, date and return this documentation together with the following:

- 1) The name of the Individual or Firm
- 2) Name and signature of the officer of the firm authorized execute documents on the firms behalf.
- 3) Contact Information for the individual or firm (name, address, e-mail).
- 4) Equipment manufacturer make a model of equipment
- 5) If NTRIP (Networked Transport of RTCM via Internet Protocol) access is required a six character USERNAME & PASSWORD (case sensitive) will be provided\*\*.

JURISDICTION

Use of this service is governed by the law.

SEVERABILITY

If any part of this Disclaimer is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitation set forth above, then the invalid or enforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Disclaimer shall continue in effect. Any rights not expressly granted herein are reserved.

I agree to all the provisions of this agreement:

USERNAME: \_\_\_\_\_

PASSWORD: \_\_\_\_\_

\_\_\_\_\_  
Signature of Firm Officer

Equipment Make and Model: \_\_\_\_\_

\_\_\_\_\_  
Printed Name & Title of Officer

Contact Information: \_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_  
Company Name

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

\_\_\_\_\_  
Date

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Mail completed form to:  
Hendricks County Surveyor's Office  
355 South Washington Street, Suite 170  
Danville, IN 46122

or Email to: Gary Sowers at gsowers@co.hendricks.in.us

\*\* A copy of the form with the user name and password will be mailed or emailed after processing.

(Please allow 5 business days for processing, incomplete forms will delay processing)