

## Metro Vancouver GNSS Service Subscription Order Form

### A. TYPE OF SUBSCRIPTION (Please Check One Plan)

Metro Vancouver Member Municipality

– from date of acceptance to following December 31

– no applicable fee

– Municipal contractors do not qualify for this Plan

Annual Subscription Plan – for one year at \$2,400 per year, inclusive of GST/HST

Monthly Subscription Plan – for one month at \$250 per month, inclusive of GST/HST

### B. CONTACT INFORMATION (“SUBSCRIBER”)

Company Name:

Department:

Address:

City/Province:

Postal Code:

Primary Contact

Name:

Title:

Phone:

Email:

Secondary Contact

Name:

Title:

Phone:

Email:

### C. USAGE PROFILE

GNSS Receiver:

Make:

Model:

Internet Service Provider:

Estimated Daily Usage: *(Check all applicable boxes)*

☐ Hrs

Hours of Operation:

07:00-18:00

Outside

(“Regular Hours”) Regular Hours Sat/Sun/Holidays

Required Data: *(Check all applicable boxes)*

Satellite System

GPS

GLONASS

Galileo

BeiDou

Required Format: *(Check all applicable boxes)*

Baseline

DGPS

RTCM V2.3

RTCM V3.0

CMR+

Network

VRS

MAX

iMAX

**IMPORTANT:** *Subscribers are responsible for obtaining wireless service that will provide them with adequate wireless service coverage for their intended use of the Data Service. Subscribers are also responsible for confirming hardware compatibility.*

The Subscriber hereby offers to enter into the Metro Vancouver GNSS Service Subscription Agreement set out on the reverse side of this Subscription Order Form:

Signature:

Print Name and Position:

Date:

After completing this form and signing it, please mail it together with a cheque (payable to Greater Vancouver Regional District) or payment confirmation for the applicable fee to:

Greater Vancouver Regional District  
Water Services Department, Major Projects, Management Systems and Utility Services Division  
Attn: GNSS Subscription  
4515 Central Boulevard, Burnaby BC V5H 0C6

### D. INTERNAL USE (To be completed by Metro Vancouver)

Received:

Date:

Name:

Processed:

Date:

Name:

Assigned User ID:

Password:

Account Active Period:

Start Date:

End Date:

Comments:

# METRO VANCOUVER GNSS SERVICE SUBSCRIPTION AGREEMENT

- 1.0

AGREEMENT AND GRANT OF LICENSE
- 1.1.

The Metro Vancouver Real-Time Global Navigation Satellite System Service is a service of the Greater Vancouver Regional District (“**Metro Vancouver**”) which uses Global Navigation Satellite System (“**GNSS**”) infrastructure to provide real-time GNSS correction data (the “**Data Service**”) for supporting real-time kinematic and differential GNSS operations.
- 1.2.

The Data Service is owned, operated and maintained by Metro Vancouver.
- 1.3.

The Subscriber, by completing and submitting a Metro Vancouver GNSS Service Subscription Order Form together with the applicable fee, offers to enter into this Metro Vancouver GNSS Service Subscription Agreement with Metro Vancouver (this “**Agreement**”) to purchase a non-exclusive, non-transferable, revocable license that allows authorized employees of the Subscriber (“**Users**”) to access and use the Data Service (a “**User License**”) on the terms contained in this Agreement.
- 1.4.

The User License does not allow concurrent access and use of the Data Service; therefore, only one User may access and use the Data Service at a given time.
- 1.5.

The Subscriber must provide Metro Vancouver with a list of the names, titles and business contact information of each and every one of the Subscriber's employees who are authorized to be Users of the Data Service.
- 1.6.

By issuing and activating an identification name or number used to access the Data Service (“**User ID**”), Metro Vancouver will indicate its acceptance of the Subscriber's offer to enter into this Agreement and Metro Vancouver will thereby grant a User License to the Subscriber.
- 1.7.

If Metro Vancouver does not accept the Subscriber's offer, then Metro Vancouver will return the applicable fee to the Subscriber.
- 1.8.

Metro Vancouver may, at any time, amend the terms and conditions of this Agreement by providing notice to the Subscriber of the revised terms and conditions and, when so provided, the revised terms and conditions will apply.
- 1.9.

This Agreement may not be assigned by the Subscriber but may be assigned by Metro Vancouver without the consent of the Subscriber.
- 2.0

TERM AND APPLICABLE FEES
- 2.1.

If the Subscriber purchases a User License pursuant to the Annual Subscription Plan, then the applicable fee is \$2,400.00 and the User License will be in effect for one year starting on the date that Metro Vancouver issues and activates the User ID.
- 2.2.

If the Subscriber purchases a User License pursuant to the Monthly Subscription Plan, then the applicable fee is \$250.00 and the User License will be in effect for one month starting on the date that Metro Vancouver issues and activates the User ID.
- 2.3.

If the Subscriber is a member municipality of Metro Vancouver, then there is no applicable fee and the User License will be in effect until December 31 following the date that Metro Vancouver issues and activates the User ID.
- 3.0

GENERAL TERMS AND CONDITIONS
- 3.1.

Subject to Part 5 of this Agreement, for each User ID that it issues, Metro Vancouver will provide:

(a)

24-hour access to the Data Service; and

(b)

telephone support from Monday to Friday during the hours of 08:00 and 16:00 hours, except for statutory holidays.
- 3.2.

The Subscriber acknowledges and agrees that the User License does not include, and Metro Vancouver does not provide, training or technical assistance in the functions of the Data Service.
- 3.3.

The Subscriber agrees that it will:

(a)

only allow its Users to use its User ID, which Users must be employees of the Subscriber;

(b)

not permit any third-party to use its User ID;

(c)

not divulge, share or compromise its User ID; or

(d)

not use or attempt to use the User ID of any other Subscriber.
- 3.4.

The Data Service is not to be used for safety of life applications or for any other application in which the accuracy or reliability of the Data Service could create situations where personal injury or death might occur.
- 3.5.

Copyright in any or all real-time broadcast GNSS data (the “**Data**”) belongs exclusively to Metro Vancouver. The corresponding copyright in non-real-time Data belongs exclusively to the Province of British Columbia.
- 3.6.

The Subscriber agrees that it will not, without the prior written consent of Metro Vancouver:

(a)

provide access to the Data Service or make the Data Service available to any third party by sale, rental, lease, lending, exchange, donation, commercial distribution or other means;

(b)

modify, rent, lease, loan, sell or distribute or create derivative works based on the Data Service, in whole or in part;

(c)

create any good or product or provide any service that uses, is derived from, modifies or incorporates the Data; or

(d)

reproduce, retransmit, disseminate, sell, distribute, publish, broadcast, circulate the Data or the Data Service or to permit or assist any other person to do so.
- 4.0

TERMINATION
- 4.1.

Metro Vancouver may terminate the User License or this Agreement without notice in the event that the Subscriber is in breach of any terms or conditions of this Agreement and the Subscriber shall not be entitled to any compensation for any loss, damage or disturbance that may result.
- 4.2.

Metro Vancouver reserves the right to terminate the User License or this Agreement after providing the Subscriber with thirty (30) days written notice. In the event of such early termination, Metro Vancouver's maximum liability shall be no greater than the repayment of an amount of the applicable subscription fee calculated pro-rata for any remaining part of the subscription term.
- 5.0

WARRANTY DISCLAIMER DATA SERVICE AVAILABILITY AND ACCURACY
- 5.1.

Subject to wireless service coverage provided by the Subscriber's wireless service provider, the Data Service is available within the boundaries of Metro Vancouver.
- 5.2.

Subscribers are responsible for obtaining wireless service that will provide them with adequate wireless service coverage for their intended use of the Data Service.
- 5.3.

The Data Service is provided “as is” without warranty or guarantee of any kind including warranty of fitness for a particular purpose. Metro Vancouver does not warrant the accuracy or completeness of the data obtained through the Data Service or that the Data Service will function without error, failure or interruption.
- 5.4.

No action may be brought by any person against Metro Vancouver for any loss or damages of any kind whatsoever caused by or in any way relating to the User License or the Data Service , including, without limitation, reliance on the completeness of the Data or the functioning of the Data Service.
- 5.5.

Metro Vancouver is not responsible to the Subscriber or any other party for lost revenues, lost profits, lost data, or other special, incidental, direct, indirect or consequential damages or loss or damage or other expense directly or indirectly arising from Subscriber's, or any other party's, use of or inability to use the Data Service.
- 5.6.

Recovery against Metro Vancouver, whether in contract, tort, or otherwise, shall not be greater than the amount paid by the Subscriber for the User License.
- 5.7.

Metro Vancouver is not responsible for failure to provide access to the Data Service for any reason, including, but not limited to:

(a)

the Subscriber's equipment;

(b)

the Subscriber's field operating location and conditions;

(c)

wireless service or any communication facilities;

(d)

any causes or conditions beyond the control of Metro Vancouver; or

(e)

scheduled maintenance outages.
- 5.8.

The Data Service relies on signals generated by the GPS, GLONASS and other GNSS. Metro Vancouver makes no warranties or guarantees with respect to the accuracy or completeness of the derived Data Service being offered.
- 5.9.

Metro Vancouver reserves the right to modify the Data Service at any time.
- 6.0

INDEMNITY
- 6.1.

The Subscriber agrees to indemnify and save harmless Metro Vancouver and its directors, officers, employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that they, or any of them, may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, which arise out of or occur, directly or indirectly, by reason of any act or omission by the Subscriber or by any of the Subscriber's agents, employees, officers, directors or subcontractors using the Data Service, including, without limitation, any claim which may arise out of or occur as a result of a claim by a Subscriber or User against any other person or entity who claims contribution or indemnity from Metro Vancouver or which otherwise results in Metro Vancouver suffering any liability.
- 7.0

ENTIRE AGREEMENT
- 7.1.

This Agreement constitutes the entire agreement and understanding between Metro Vancouver and the Subscriber with respect to the Data Service and there are no other agreements or understandings, oral or written, that are not merged in and superseded by this Agreement.
- 8.0

WAIVER
- 8.1.

No delay or omission by Metro Vancouver to exercise any right or power under this Agreement shall impair any such right or power or be construed as a waiver.
- 8.2.

No change or waiver of any provision of this Agreement is valid unless agreed to in writing by Metro Vancouver.
- 8.3.

No waiver of any right under this Agreement by Metro Vancouver shall be taken to constitute a subsequent waiver of that right, or of any other right, under this Agreement.
- 9.0

INTERPRETATION
- 9.1.

This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.
- 9.2.

The Subscriber agrees to submit to the jurisdiction of the British Columbia courts.
- 9.3.

Headings are inserted in this Agreement solely for convenience and shall not control or affect the meaning or construction of any part of this Agreement.