

Memo

LF080206-19

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To: Marcia Elkins
From: Bimende Malik
CC: Don Jarvinen
Date: July 26, 2006
Re: Satellite Signal Subscription Quotes for Differential GPS

Marcia,

Attached, you will find the quotes for the subscription on satellite correction signal for differential GPS data collection.

There used to be three companies that provided such service: OmniStar, Racal-LandStar and C-Nav/NavCom.

Racal-LandStar was bought out by some other company that stopped providing the service of satellite correction signal subscription.

C-Nav is still in the business. The signal subscription runs \$1400.00 for a year plus we have to buy hardware from their business partner NavCom which is another \$6650.00 at least.

The OmniStar provides a year-long subscription for the satellite correction signal for \$800.00. There is no contract to be signed with this company other than agreement on signal use and terms of the disclaimer. The service is simply purchased as one year signal availability for our GPS unit. The activation of the correction signal will be done via satellite signal.

Our recommendation would be the subscription for the OmniStar Satellite Broadcasted Correction Signal.



MASTER AGREEMENT FOR
SUBSCRIPTIONS FOR
OMNISTAR DATA SERVICES

Please sign and return to Omnistar LP

This Master Agreement for Subscriptions for Omnistar Data Services (this "Agreement") between Omnistar LP and _____ ("Subscriber") governs the terms and conditions for the use of either the OmniSTAR Differential GPS Correction Data Service or the Omnistar HP Data Service ("OmniSTAR Data Services"). This Agreement shall apply to all Omnistar Data Services subscriptions purchased by Subscriber unless the parties expressly agree otherwise.

1. Terms and conditions of subscription

- a. The use of Omnistar Data Services without a current, valid, fully paid subscription is prohibited. Each subscription is solely between the named Subscriber and Omnistar LP.
- b. The terms of this Agreement supersede any of Subscriber's terms and conditions unless specifically agreed by Omnistar LP in writing.
- c. Subscriber may not transfer this Agreement without the written permission of Omnistar LP.
- d. Ownership or possession of an Omnistar capable receiver does not guarantee any rights or access to the Omnistar Data Services.
- e. Omnistar LP reserves the right to refuse service or terminate service without prior notice if Omnistar LP determines that the Subscriber is in breach of this Agreement.
- f. Omnistar Data Services subscriptions are payable in advance within 30 days of date of invoice.
- g. All data is copyrighted, and is confidential, proprietary business information of Omnistar LP and cannot be sublicensed without the express written permission of Omnistar LP. If Subscriber rents or leases the Omnistar Data Services to third-parties, this does not relieve the Subscriber of any of its obligations under this Agreement, including the responsibility of advising third-parties of the terms of this Agreement and ensuring that third-parties uphold the terms of this Agreement.
- h. Re-broadcast of the Omnistar Data Services, unless specifically authorized by this Agreement, is prohibited.
- i. The Omnistar Data Services area is limited and specifically precludes offshore areas except for dredging operations for ports, harbors or inland navigation channels. Subscriber agrees not to use Omnistar Data Services outside of this limit. Use of the system outside of this limit will result in automatic loss of Omnistar Data Services and will be a breach of this Agreement.
- j. Omnistar Data Services is not intended for primary navigation, and Subscriber shall not use the Omnistar Data Services for this purpose.
- k. Omnistar LP will use reasonable commercial efforts to maintain the Omnistar Data Services within the published specifications. However, Subscriber is aware that interruptions in the service may occur from time to time and therefore the availability of the data service is not guaranteed. Omnistar LP accepts no liability for the unavailability or inaccuracy of the data for whatever reason.
- l. Omnistar Data Services may be interrupted, or the validity of the data changed, by local conditions such as blockage by trees and buildings or radio interference.
- m. Published system accuracies are dependent on the Subscriber's GPS receiver and Subscriber's location.
- n. The Omnistar Data Services coverage is approximate, and Subscribers intending to operate on the extremes of the published coverage area are advised to verify the anticipated Omnistar Data Services performance with Omnistar LP prior to purchase.
- o. The Global Positioning System (GPS) is operated by the United States Department of Defense, which is solely responsible for the accuracy, daily operation, and maintenance of the satellite constellation. System accuracy is affected by the Department of Defense's Selective Availability (SA) and satellite geometry.
- p. Omnistar Data Services use is at the sole risk of the Subscriber.

MASTER AGREEMENT
OMNISTAR LP - Reference SM-R35



2. **Warranty disclaimer and Subscriber indemnity of Omnistar LP**
 OMNISTAR LP MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. OMNISTAR LP MAKES NO ASSURANCE OF SUCCESSFUL GPS CORRECTION DATA TRANSMISSION. NEITHER OMNISTAR LP NOR ANY AFFILIATE OF OMNISTAR LP SHALL BE RESPONSIBLE TO SUBSCRIBER, OR TO ANY OF ITS AFFILIATES, FOR LOST REVENUES, LOST PROFITS, LOST DATA OR OTHER SPECIAL, INCIDENTAL, DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES OR FOR 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 OMNISTAR DATA SERVICES DATA OR FOR COMMERCIAL LOSS OF ANY KIND; NOR SHALL ANY RECOVERY AGAINST OMNISTAR LP, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, BE GREATER THAN THE AMOUNTS PAID BY SUBSCRIBER HEREUNDER. FURTHERMORE, SUBSCRIBER SHALL INDEMNIFY, DEFEND, AND HOLD OMNISTAR AND ITS AFFILIATES HARMLESS FROM ANY LOSS OR DAMAGE RESULTING FROM ANY CLAIM BY ANY PERSON RELATING TO OMNISTAR DATA SERVICES PROVIDED UNDER THIS AGREEMENT OR USE OF SUCH OMNISTAR DATA SERVICES.
3. **Force Majeure**
 Omnistar LP shall be excused for any delay or failure to fulfill its obligations under this Agreement due to causes beyond its control, such as natural disasters, acts of government, labor strikes of other entities, acts of war, civil disturbances, or court order.
4. **Assignment**
 This Agreement shall be binding upon the parties' respective successors and permitted assignees. Except for assignment to a parent or a subsidiary of Subscriber existing at the time this Agreement is signed, Subscriber may not assign this Agreement or any rights or obligations under this Agreement without the prior written consent of Omnistar LP, and any such attempted assignment shall be void.
5. **Entire Agreement**
 This Agreement, together with its Exhibits, if any, contains the entire understanding of the parties and supersedes all prior written or verbal Agreements or representations. No change or waiver of any provision of this Agreement shall be valid unless in writing and signed by the party against whom such change or waiver is sought to be enforced. Any signature by Omnistar LP must be by an officer of the general partner of Omnistar LP. No employee, agent, or representative of either party has authority to bind such party by any oral representation or warranty.
6. **Surviving Clauses**
 If a court deems or declares invalid or unenforceable any clause or provision of this Agreement, all other terms and provisions shall remain in full force and effect.
7. **Waiver**
 No delay or omission by Omnistar LP to exercise any right or power under this Agreement shall impair any such right or power or be construed as a waiver.
8. **Controlling Law and Place of Suit**
 This Agreement shall be subject to and shall be interpreted according to the laws of the State of Texas. The state and federal courts in Harris County, Texas shall have exclusive jurisdiction of any action relating to this Agreement.

 (Subscriber)

 (Date)



OMNISTAR, INC.

To:

Bimende Malik
 City of Rapid City
 Growth Management
 300 6th
 Rapid City, SD 57701

INVOICE NO.	071706KS-1
DATE	17 July 2006
P.O. NO.	

PROFORMA INVOICE

Item	QTY	UM	Description	Unit Price	Extended Price
1	1	EA	1-Year of Omnistar Data Service Subscription for SN 0224023755	\$800.00	\$800.00

Subtotal: \$800.00
Shipping Charge: \$0.00
Tax:
Grand Total (U.S.): \$800.00

Omnistar Wire Instructions:

Bank Name	Bank ABA#	Bank Swift Code	Account Name	Account Number
JP Morgan Chase	021 000 021	CHASUS33	Omnistar, Inc.	0010 037 9792

ALL CHARGES ARE NET 30 DAYS.

Payment of invoice acknowledges acceptance of Omnistar's Terms and Conditions expressed in the enclosed Subscription Agreement.

PLEASE DIRECT ALL INQUIRES TO:

8200 WESTGLEN - HOUSTON, TX 77063 • PHONE (713) 785-5850

PLEASE REMIT TO:

P.O. BOX 200760 - HOUSTON, TX 77216-0760