



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

Illinois Continuously Operating Reference Network (ICORN) User Agreement

1. Purpose

This User Agreement governs the access and use of the Illinois Continuously Operating Reference Network (ICORN), implemented and maintained by The Illinois Department of Transportation (IDOT). IDOT offers public access to ICORN subject to the terms and conditions in this User Agreement ("Agreement"). By accessing or using any component of the ICORN, the user voluntarily accepts and agrees to be bound by these terms and conditions. IDOT reserves the right to revise this Agreement at any time, including without notice. Continued use of ICORN following changes to the Agreement constitutes acceptance of the new terms.

2. Disclaimer of Liability and Reliability

IDOT makes no representations or warranties, of any kind, regarding the access and use of ICORN. IDOT does not guarantee the accuracy, availability, completeness, quality, reliability, or timeliness of data provided through ICORN. Data obtained through ICORN is provided "as is", without any warranty of any kind, and is not a substitute for legal survey work. ICORN data should be verified against other data sources.

Access to ICORN is at the user's sole risk. IDOT does not represent and warrant that access to ICORN is or will be available, continuous, secure, or uninterrupted. Access may be suspended, restricted, or discontinued at any time without notice for maintenance, upgrades, or other reasons as determined by IDOT.

Under no circumstances shall IDOT be liable for any direct, indirect, incidental, special, or consequential damages arising from, or in connection with, the use of, or inability to use, ICORN. This includes, but is not limited to, loss of data, loss of profits, business interruption, or personal injury.

3. Acceptable Use and Monitoring

Users shall not use ICORN for any unlawful, harmful, or abusive purposes. Users shall comply with all applicable laws, rules, and regulations, including but not limited to obtaining any necessary licenses and/or other authorizations necessary before accessing ICORN.

Users agree not to alter, damage, disrupt, interfere, or destroy any component of ICORN, including the network, hardware, software, or data. Users shall not engage in any activity that intentionally interferes with other users' access to ICORN. Users shall not rebroadcast services.

Users must maintain their own GNSS equipment and ensure compatibility with ICORN.

User consents to the monitoring of users' access to ICORN, which may include recording and recordkeeping. IDOT may use such information for IDOT purposes, including but not limited to, efforts to improve ICORN functionality. User understands that user's records and data may be public information.

4. Right to Suspend or Revoke Access

IDOT reserves the right to suspend or revoke access to ICORN without notice for any reason, at any time, including but not limited to, when user is suspected of and/or found to be engaged in any prohibited conduct enumerated in this Agreement, or any activity constituting a misuse of ICORN as determined by IDOT at its sole discretion.

5. Ownership and Attribution

Any information or data obtained by accessing ICORN remains the exclusive property of IDOT, and the user agrees that no ownership rights are conferred.

Users are encouraged to appropriately attribute IDOT or ICORN as the source of geographic reference data in any published work or product.

6. Indemnification

The user shall indemnify and hold harmless IDOT, the State of Illinois, its agencies, officers, employees, agents and representatives from any and all claims, damages, liabilities, and expenses arising out of user's access, use or misuse of ICORN.

7. Jurisdiction and Legal Proceedings

This Agreement shall be governed by the laws of the State of Illinois. Any legal action or proceeding arising under or in connection with this agreement shall be instituted only in the Illinois Court of Claims.

8. Fees

IDOT currently provides access to ICORN without charge. However, IDOT reserves the right to implement fees for access or usage in the future. If fees are introduced, users will be notified in advance and may be required to acknowledge and accept revised terms to continue access.

9. Voluntary Acceptance

By accessing or using ICORN in any manner, the user acknowledges that they have read, understood, and voluntarily agreed to the terms and conditions in this Agreement. If the user does not agree to these terms, the user should discontinue accessing ICORN immediately.

For questions or assistance, please contact:

Illinois Department of Transportation

Design & Environment

Surveys, Mapping & Modeling

2300 S. Dirksen Pkwy.; Rm. 001

Springfield, IL 62764

ICORN@illinois.gov