## **ELECTRONIC DATA TRANSFER TERMS AND CONDITIONS**

In accepting and utilizing electronic drawings, models and/or data, "Electronic Data" generated by Orcutt Winslow and related Consultants, recipient covenants and agrees that all such drawings and/or data are instruments of service of Orcutt Winslow and related Consultants, who shall be deemed the author of the drawings and/or data and shall retain all common law, statutory law and other rights, including copyrights.

It is the responsibility of the recipient to fully understand the building in terms of vertical relationships, structural components, and building systems by way of the Contract Documents. Any use of, or reliance on, the Electronic Data shall be at their sole risk and without liability to Orcutt I Winslow and related Consultants. Any information contained within the Electronic Data provided is complementary to all other documents and as such is incomplete in terms of information provided. Any information provided electronically that is not in agreement with other Contract Documents shall be brought to the attention of the Architect for clarification prior to proceeding with design or construction. Failure to do so waives the right to make claim for compensation due to errors or omissions in documents.

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The Electronic Data is provided for the recipient's convenience and are not legal documents. The recipient further agrees not to use the Electronic Data, in whole or in part, for any purpose or project other than the specific project for which it was created. The recipient agrees to waive all claims against Orcutt Winslow and related Consultants resulting in any way from any unauthorized changes, or use of the drawings and/or Electronic Data for any other project by anyone other than Orcutt Winslow.

In addition, the recipient agrees, to the fullest extent permitted by law, to indemnify and hold Orcutt Winslow and related Consultants harmless from any damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising from any changes made by anyone other than Orcutt Winslow or from any reuse of the drawings and/or Electronic Data without prior written consent of Orcutt Winslow.

Due to varying environmental and storage conditions, integrity of electronic media and data are inherently subject to corruption. Orcutt Winslow makes no warranties, either express or implied, of merchantability and/or fitness of the Electronic Data for any particular purpose.

Please acknowledge acceptance of Transfer Terms and Conditions by signing and dating below and returning this form to Orcutt Winslow.

DATE REQUESTED:

(Company Name)

Ву: \_\_\_\_\_

(Signature)

(Title)