

**ELECTRONIC DIGITAL DATA FILE TRANSMITTAL
TERMS AND CONDITIONS FOR USE**

1. **Definitions: "S-H"** shall mean Shive-Hattery, Inc., Shive-Hattery A/E Services, P.C., or Helix Design Group, a Division of Shive-Hattery, Inc. or KdG a Division of Shive-Hattery or Shive-Hattery New Jersey, Inc. or Montgomery Roth Architecture & Interior Design, a Division of Shive-Hattery, Inc. and its affiliated companies. **"Client"** shall mean the person or entity that has executed an Agreement with S-H for services resulting in this electronic file. **"Other Party"** shall mean any person or entity other than S-H or Client.
2. Where these electronic files are provided under the terms and conditions of a contract and such contract terms and conditions conflict with these terms and conditions, then the contract terms and conditions shall prevail.
3. In the event these electronic files are provided as a project deliverable to a Client of S-H:
 - a. The electronic files are submitted to the Client for a 30-day Acceptance Period. During this period, the Client may review and examine these files; any errors detected during this time will be corrected by S-H as part of the basic agreement. Any changes requested after the Acceptance Period will be considered additional services to be performed on a time and material basis at S-H's current standard fee schedule.
 - b. Because data stored on electronic media can deteriorate undetected or can be modified without S-H's knowledge, the Client agrees that S-H will not be held liable for the completeness or correctness of the electronic media after an acceptance period of 30 days after delivery of the electronic files.
4. In the event these electronic files are provided to an Other Party for their convenience in the preparation of bid estimates, preparation of project submittals or for other purpose or use:
 - a. Data contained on these electronic files are part of S-H instruments of service and shall not be used by an Other Party or anyone else receiving this data through or from an Other Party for any purpose other than as a convenience for the referenced project. Any other use or reuse by an Other Party or by others will be at the Other Party sole risk and without liability or legal exposure to S-H. The Other Party agrees to make no claim and hereby waive, to the fullest extent permitted by law, any claim or cause of action of any nature against S-H, S-H officers, directors, employees, agents or subconsultants that may arise out of or in connection with an Other Party use of the electronic files.
 - b. Furthermore, an Other Party shall, to the fullest extent permitted by law, indemnify and hold S-H harmless against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of, or resulting from an Other Party use of these electronic files.
 - c. These electronic files are not bidding or construction documents. Differences may exist between these electronic files and corresponding hard-copy bidding or construction documents. In addition, addenda or other revisions may not be included in the electronic files. S-H makes no representation regarding the accuracy or completeness of the electronic files an Other Party receives. If a conflict arises between the hard-copy bidding documents or signed or sealed hard-copy construction documents, the hard-copy bidding documents or signed or sealed hard-copy construction documents shall govern. Other Party is responsible for determining if any conflict exists. By Other Party use of these electronic files, an Other Party is not relieved of the duty to fully comply with the hard-copy bidding or contract documents, including, and without limitation, the need to check, confirm and coordinate all dimensions and details, take field measurements, verify field conditions, and coordinate Other Party work with that of other contractors for the project.
5. Any use or reuse of original or altered electronic files by the Client or Other Party without written verification or CAD adaptation for the specific purpose intended by S-H, will be at the Client's or Other Party's risk and full legal responsibility. Furthermore, the Client or Other Party will, to the fullest extent permitted by law, indemnify and hold S-H harmless from all claims, suits, liability, demands, or costs arising out of or resulting therefrom. Any verification of such adaptation by the Client will entitle S-H to additional compensation at S-H's current standard fee schedule.
6. S-H makes no warranty as to the compatibility of these files with other hardware or software. If the Client or Other Party has requested the electronic files in another version of the same software or another version of different software, and whereas S-H provides electronic files to the Client or Other Party in a different version than the digital data was originally created, S-H makes no representation regarding the in-accuracy or incompleteness of the electronic files that the translation to another version may have caused.
7. These electronic files were prepared by S-H and are instruments of S-H's service for use solely with respect to this project and S-H shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright.
8. Under no circumstances shall delivery of the electronic files for use by the Client or Other Party be deemed a sale by S-H, and S-H makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall S-H be liable for any loss of profit or any consequential damages because of the Client or Other Party use or reuse of these electronic files.
9. Because information presented on the electronic files can be modified, unintentionally or otherwise, S-H reserves the right to remove all indicia of ownership and/or involvement from each electronic display.