Hold Harmless and Indemnification Agreement for Transfer of Electronic File(s) for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Maverick Engineering Job Number \_\_\_\_\_\_\_\_ in CAD Format. For (client name) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

In consideration of Maverick Engineering providing certain electronic media to the recipient, the recipient covenants and agrees to be bound by the following:

In accepting or utilizing drawings or other data or any form of electronic media generated and provided by Maverick Engineering, the recipient covenants and agrees that all such drawings and data are instruments of service of Maverick Engineering. These files are transmitted without warranty as to their accuracy or suitability for the purpose to which the recipient intends to use them. Any use of the information obtained from these electronic files will be at the recipient’s sole risk.

Maverick Engineering retains ownership of the printed hard copy maps, reports and electronic media. The recipient is granted a full license for their use. Only printed copies of documents prepared, signed, and sealed by Maverick Engineering may be relied upon as accurate. Being that Maverick Engineering’s work involves existing conditions and/or opinions as to facts determined by their observations, it is inappropriate for the recipient to make changes in any electronic media provided. Accordingly, any modification, extension or expansion of the electronic media, unless under the direction of Maverick Engineering, is prohibited and shall be without liability to Maverick Engineering. The files are furnished in electronic format. Any tampering with the electronic media of Maverick Engineering immediately and automatically terminates the limited license granted herein.

The recipient agrees to waive all claims against Maverick Engineering, resulting in any way from any use of these drawings or electronic files. There are no expressed warranties made by Maverick Engineering with respect to the attached files, and any implied warranties are excluded. Because data stored in electronic media form can be altered, either intentionally or unintentionally, by transcription, machine error, release, indemnify, defend and hold harmless Maverick Engineering, their consultants, and the damages, losses and costs, including but not limited to costs of defense, arising out of changes or modifications to the data in electronic media form in the possession of the recipient, or released to others and for any use of the printed hard copy, reports and electronic media outside the limited license granted hereunder. All terms and conditions set forth herein are hereby agreed to and accepted in their entirety as a condition of receipt of the referenced electronic files.

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Andrew L. Mellen, P.E.

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature)