

“ELECTRONIC DELIVERABLES DISCLAIMER”

_____ **(Customer Name)** (Hereinafter “User”) has requested that CSW design furnish it with electronic files (hereinafter “Electronic Deliverables”) furnished by CSW design and identified as follows: **“Shop Drawings for _____ (Project Name): Sheet _____ for User’s preparation of Contract Documents on the Project. **THE USE OF THIS ELECTRONIC OR OPTICAL DISTRIBUTION MEDIA (“EODM”) CONSTITUTES ACCEPTANCE OF THE FOLLOWING TERMS AND CONDITIONS BY USER OR ANY OTHER USER:****

1. Drawings prepared by CSW design or its sub consultants that may be relied upon by User, pursuant to the conditions of that certain Agreement between Owner/Client and Prime Contractor, are limited to those printed drawings that are signed and sealed by, CSW design or its sub consultants and are identified as Contract Documents in that certain Agreement between Owner/Client and Prime Contractor, subject to any approved changes thereto. Electronic files of text, data, graphics, or other information stored on EODM (hereinafter “Electronic Deliverables”) are not Contract Documents and are furnished by CSW design hereunder solely for the convenience of User, and for the limited purpose of User’s preparation of Contract Documents on the Project. Any information or data obtained or derived from such Electronic Deliverables shall be used at User’s sole risk.

2. CSW design title block or other information identifying CSW design or its sub consultants shall not be provided on the Electronic Deliverables and this Agreement grants no right to reproduce or otherwise utilize such information.

3. Under no circumstances shall the furnishing of Electronic under this Agreement be deemed a sale of product and CSW design makes no warranties express or implied, in agreeing to furnish Electronic Deliverables to User.

4. User understands that Electronic Deliverables can deteriorate or be modified and that errors or anomalies can be introduced into the data from the use of software application packages, operating systems, or computer hardware differing from those used by CSW design or its sub consultants. User acknowledges and assumes all such risks.

5. User also recognizes that changes or modifications to CSW design. drawings or other instruments of service, including but not limited to electronic files of text, data, graphics or other information stored on EODM, which are introduced by anyone other than CSW design, or reuse of such drawings or other instruments of service without authorization of CSW design may result in adverse consequences which cannot be predicted or controlled. Therefore, and in consideration of CSW design agreement to furnish the Electronic Deliverables, User agrees, to the fullest extent permitted by law, to indemnify, defend and hold CSW design and its sub consultants harmless from and against any and all claims, liabilities, losses, damages, or costs, including but not limited to reasonable attorney’s fees, arising out of or in any way connected with the conversion, modification, misinterpretation, misuse or reuse, by User or others, of the Electronic Deliverables furnished by CSW design under this Agreement.

_____ Print Name

_____ Title

_____ Sign Name

_____ Date