

BETWEEN: Wilson & Company, Inc., Engineers & Architects

800 E. 101st Terr., Suite 200, Kansas City, MO, 64131

816-701-3100

AND RECIPIENT: _____

PROJECT: The Last Mile, Humboldt, KS

DOCUMENT(S): CAD files for Construction

Subject to the express terms of this Agreement, the electronic media used in the development of the document(s) referenced above are hereby furnished to Recipient for Recipient's convenience. Its use shall be limited to the designated Project and to the specific purpose for which they were created or intended.

The information contained on this electronic media is provided as a convenience to Recipient and is furnished in "as is" condition. All information provided in this format is stipulated to be a tool used by Recipient in the subsequent development of drawings, specifications or other contract documents for this project. The official contract documents issued for the project are exclusively the printed hard copy drawings, specifications and other contract documents. Modifications may have been made to the official hard copy contract documents which do not appear on the electronic media. Recipient accepts sole responsibility for confirming, conforming and correlating the accuracy and completeness of the electronic media to the official hard copy documents.

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By accepting and using this electronic media, Recipient agrees to be bound by the foregoing terms and conditions, and further, to indemnify, defend and hold harmless the Owner and Wilson & Company, together with their respective officers, owners, board members, employees, insurers and consultants from any claims, suits, liabilities, damages, losses or costs arising from Recipient's use of same.

ACKNOWLEDGMENT

The Recipient acknowledges that they have read this Agreement, understands it, and agrees to be bound by its terms and conditions.

RECIPIENT'S REPRESENTATIVE

Wilson & Company, Inc., Engineers & Architects

Authorized Signature

Authorized Signature

Cody Porter, P.E., Civil Engineer

Title

Title

Date

Date