

**Oliver / Hatcher Construction and Development, Inc.**

**File Transfer Protocol ("FTP") Terms and Conditions**

**March 25, 2009**

Access to the Oliver / Hatcher Construction & Development, Inc. ("OHC") file transfer protocol ("FTP") website is conditioned upon your acceptance of the following terms and conditions:

1. The electronic files contained herein include Drawings, Specifications and other documents in electronic form (collectively "Data"). The Data is the electronic format of Drawings, Specifications and other documents that are instruments of service for use solely with respect to the project for which they were prepared (the "Project") and shall remain Oliver / Hatcher Construction's (OHC's) property even if the Project is not completed.
2. Your use of the Data is strictly limited to that necessary for the services or work you are providing on the Project, and any other terms that have been imposed on you as a condition of your being allowed access to this web site by OHC. You have permission to transfer the Data to your subcontractors, suppliers and consultants on the Project ("Others") for their use in preparation of shop drawings, submittals and in providing other services on the Project. You agree to obligate the Others in writing to be bound to the terms of this Access Agreement. Any drawings, specifications or other documents created by you or Others, based on the Data, shall not include OHC's name, logo, address and/or other information identifying OHC.
3. You and Others acknowledge your acceptance of responsibility for complete data and documentation review including, but not limited to; drawings, specifications, scopes of work, geotechnical reports, and any and all other Data that may be included in this file. You and Others will verify all dimensions indicated on the Data. Items shown in the Data may not be to scale. OHC does not represent that all information contained in the Data is complete. The Data could be changed subsequent to your accessing or downloading Data.
4. You acknowledge inconsistencies and errors can be introduced into the Data when it is downloaded, transferred or used in an incompatible computer environment. By accessing, downloading and/or using the Data, you acknowledge and accept the risks associated with damage to hardware, software or computer systems or networks related to any use of the Data. The Data is being furnished "as is." You hereby release OHC from any damages or losses of any kind, including, but not limited to, damages or losses to property or persons, including injuries or death, or economic losses, or any consequential, special, indirect or incidental damages, arising out of the download, transfer or use of the Data.
5. OHC reserves the right to retain an archive copy of the Data, which shall be transferred to and shall be conclusive proof and govern in all disputes over the form or content of the Data furnished to you.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Printed Name of Company Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date