THOMAS & HUTTON

RELEASE OF DIGITAL FILES

PROJECT NAME: Moore Tract ESPC and Grading **JOB NO.:** 26900.0015

LOCATION: 13924 HWY 278, Social Circle, GA 30025

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RECIPIENT agrees that the information provided is subject to change and that it is RECIPIENT's sole responsibility to verify that it has obtained any updates of the Digital Files prior to using the information.

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In addition, RECIPIENT agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless Consultant, its officers, directors, employees, and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising directly or indirectly from: (1) any changes made by anyone other than Consultant; (2) any reuse of the Digital Files without the prior written consent of Consultant; (3) use of the information that does not include any subsequent updates of the electronic data; or (4) issues that may arise based on any differences between the Digital Files and the approved hard–copy documents.

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No modification or amendment to this Agreement is permitted. RECIPIENT'S receipt of this Agreement and the Digital Files shall constitute its acceptance of these terms.

The RECIPIENT affirms that this Release has been carefully reviewed and read, its contents are known and understood, and that the Release is executed freely and without duress.

RECIPIENT

Accepted this_____ day of _____202____.

_____
Company Name

By:_____
Authorized Signature

Its:_____
Title