



Electronic Media Reuse Agreement

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This Agreement, entered into between _____, RECIPIENT and J-U-B ENGINEERS, Inc. ("J-U-B"), is for the licensing of reuse of electronic Media of the following project:

Project Name: _____

File Name: LOID Boundary map

File Type: .dwg (AutoCAD 2004)

File Size: 2,523 KB

File Date: 6/27/08

Media Type: _____

Media Description: _____

The RECIPIENT'S use of the attached electronic Media or any other Media, whether or not electronic, incorporating or generated from the attached electronic Media ("Media") constitutes acceptance of the conditions of this license whether or not this Agreement is executed by any party.

1. J-U-B grants to RECIPIENT a nonexclusive, non-transferable license to use Media in compliance with the terms and conditions of this Agreement.
2. This license and use of the Media is restricted to the original site and Project for which it was originally prepared, and shall not be used for other projects or sites, nor shall it be transferred or conveyed to any other party for any use whatsoever without the prior written consent of J-U-B. Except for use on the Project, and only as agreed to by the parties, the recipient has no right to use, disclose, modify, transfer, sublicense or otherwise distribute the Media, and shall use every reasonable effort to maintain the same as confidential and shall prevent disclosure to others. Recipient acknowledges that the Media is an original creation of J-U-B. Recipient agrees not to reuse, reproduce or alter the Media for any purpose not originally intended and agreed by J-U-B and that reuse, reproduction or copying by an entity not a party to this agreement is prohibited.
3. RECIPIENT acknowledges that electronically stored information may not be compatible with their own computer system and may be subject to translation errors or undetectable alteration or deterioration. Because the Media does not constitute original contract documents, significant difference may exist between the Media and corresponding hard copy contract documents. J-U-B makes no representation regarding the accuracy or completeness of the Media. If, for any reason, a conflict occurs between the Media and stamped, signed documents,

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or contract documents, the stamped, signed documents, or contract documents, shall govern. ALL EXPRESS AND IMPLIED WARRANTIES AS TO THE MEDIA, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE, ARE SPECIFICALLY EXCLUDED, WAIVED, AND NEGATED.

4. Electronic Media is not suitable for the purposes of construction layout and/or boundary information.

5. Neither J-U-B nor its agents shall be liable for any damages arising out of the use or misuse of the Media, nor for any claim of any kind or nature, including J-U-B's negligence, arising out of or in any way related to the use or misuse of the Media, whether such claim is based in contract, negligence or otherwise. Further, RECIPIENT hereby releases and shall, to the fullest extent permitted by law, defend, indemnify and hold J-U-B harmless from any and all claims, damages, losses and expenses ("claims") including attorney fees, arising out of or resulting from the use or misuse of the Media, including but not limited to, claims involving the completeness of accuracy of the Media.

6. Nothing herein creates a partnership, joint venture, contractual privity, or a third-party contractual beneficiary relationship between J-U-B and the RECIPIENT.

7. Signatory for RECIPIENT certifies that they have authority to execute this Agreement on behalf of the RECIPIENT organization.

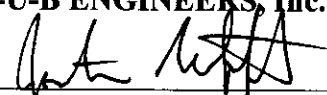
RECIPIENT:

Signature

Print Name

Date

J-U-B ENGINEERS, Inc.:



Signature

JONATHAN NETLOFF

Print Name

7/7/08

Date