

In accepting and utilizing any form of electronic media generated and provided by T&T Design and Development Inc., the Recipient covenants and agrees that all such drawings and data are instruments of service of T&T Design and Development Inc., who shall retain all rights therein. The Recipient agrees to waive all claims against T&T Design and Development Inc. resulting in any way from any unauthorized changes or reuse of the drawings and data for any other purpose. The Recipient further agrees not to use the CAD documents in whole or in part, for any purpose or project other than the project which is the subject of this agreement. The Recipient agrees to hold T&T Design and Development Inc. harmless from any damage, liability or cost, including reasonable attorney's fees and costs of defense, arising from any changes made by anyone other than T&T Design and Development Inc. In addition, the Recipient agrees, to the fullest extent permitted by law, to indemnify and hold T&T Design and Development Inc. harmless from any damage, liability or cost, including reasonable attorney's fees and costs of defense, arising from any changes made by anyone other than T&T Design and Development Inc. or from any reuse of the drawings and data without the prior written consent of T&T Design and Development Inc. Under no circumstances shall transfer of the drawings and other instruments of service on electronic media for use by the Recipient be deemed a sale by the Recipient of the drawings and other instruments of service on electronic media for use by the Recipient for any particular purpose.

