



RECIPIENT'S ELECTRONIC FILE RELEASE FORM

Project: DHHL Homesteads on Molokai Various Infrastructure and Lot Improvements (217050-01)

I, the "Recipient" of the Instruments of Service for the above-referenced project, agree to the following:

Instruments of Service

The Owner acknowledges that Drawings, Specifications and other documents, including electronic data (Computer Aided Design and Drafting (CADD), Building Information Modeling (BIM) files, SketchUp files, and any other data held in any web based file or location), prepared by Group 70 International, Inc., a Hawaii corporation, dba G70 ("G70") and its consultants for this Project are the Instruments of Service for use solely with respect to this Project. Nevertheless, the drawings and specifications prepared under this Agreement shall become the property of the Owner upon completion of the services and payment in full of all monies due to G70. G70 and its consultants make no warranties, either express or implied, of merchantability and fitness of the Instruments of Service for any particular purpose. The Instruments of Service shall not be used by the Recipient or others on other projects.

In no event shall G70 and its consultants be liable for indirect or consequential damages as a result of the use, reuse or modification of the Instruments of Service by the Recipient or any person or entity that acquires or obtains the Instruments of Service from or through the Recipient. Further, the Recipient agrees to compensate G70 and its consultants for any time spent or expenses incurred by G70 and its consultants in defense of any such damages, claims or losses, with such compensation to be based upon G70's and its consultants' prevailing fee schedule and expense reimbursement policy.

Limits of Use

Because the CADD or BIM information stored in electronic form can be modified by other parties, intentionally or otherwise, without notice or indication of said modifications, G70 and its consultants reserves the right to remove all indicia of its ownership and/or involvement in the material from each electronic medium not held in its possession.

Recipient shall retain copies of the Instruments of Service for information only. Said materials shall not be used by Recipient or transferred to any other party for use in other projects, additions to the current project, or any other purpose for which the material was not intended.

In the event Recipient has to transmit the Instruments of Service back to the Owner ("Department of Hawaiian Home Lands State of Hawaii"), then Recipient agrees that this would be done solely at Recipient's risk and without liability or legal exposure to G70 and its consultants.

Recipient acknowledges and understands that these drawings are not "as-built" drawings, and differences may exist between existing field condition, these CADD/BIM/electronic files delivered, and the printed hard-copies of the Instruments of Service. G70 and its consultants makes no representation regarding the accuracy or completeness of the CADD/BIM/electronic files that Recipient receives. In the event that a conflict arises between the signed, sealed or stamped hard-copies of the Instruments of Service, including construction documents, prepared by G70 and its consultants and the CADD/BIM/electronic files, the signed, sealed or stamped hard-copies shall govern.

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Furthermore, Recipient agrees that Recipient is solely responsible for determining if any conflict exists. Under no circumstances shall the Recipient who received the Instruments of Service from the Owner and then use them be relieved of its own duty to fully comply with the contract documents, including, and without limitation, the need to check, confirm and coordinate all dimensions and details, take field measurements, verify field conditions and coordinate its own work with that of other contractors/consultants for the project.

Recipient agrees to make no claim and hereby waives any and all claims against G70 and its consultants and agrees to defend, indemnify and hold G70 and its consultants harmless from and against any and all claims, injuries, losses, liabilities, expenses, damages, attorney's fees and defense cost arising out of or relating to (a) any modification, re-use and/or any other unauthorized use of the Instruments of Service by Recipient or any person or entity that acquires or obtains the Instruments of Service from or through the Recipient, and (b) any differences that may exist between the CADD/BIM/electronic files and the printed hard copies of the Instruments of Service, including construction documents.

I, hereby represent that I have the authority to enter into this Recipient's Electronic File Release on behalf of:

I clearly understand and agree to the above terms and conditions of this Electronic File Release.

By:

Its:

Date

Description of material(s) received:

CADD files relating to the project, DHHL Molokai Various Infrastructure Improvements (217050-01), including floor plans, sections, elevations, reflected ceiling plans, etc.

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