Electronic Data Files Transfer Agreement

BRACELOK IP Limited, Plenum Inc, and Tracklok Limited (collectively “Supplier”) provide electronic data files for your convenience. The transfer is subject to the following terms and conditions:

A. Definitions:

Client shall mean anyone who downloads these files or passes them to another.

B. The following files as transmitted are compatible with AutoCAD 2017. Supplier makes no representation as to the compatibility of these files beyond the specified release of the above stated software.

C. Due to the potential that the information set forth on the electronic data files can be modified

unintentionally or otherwise, Parties reserve the right to remove all indicia of its

ownership and/or involvement from each electronic display.

D. These files are not contract documents and maybe subject to manipulation beyond the control

of Parties. Therefore, Parties cannot verify that the files accurately or completely

reflect actual construction or field conditions. It is the Client's responsibility to satisfy

themselves as to the level of accuracy and completeness of the files with respect to their

needs.

E. Information set forth on the files is for any use or reuse by the Client or others will be at the Client's sole risk and without liability or legal exposure to Parties. Furthermore, Client shall, to the

fullest extent permitted by law, indemnify and hold harmless Parties from all claims,

damages, losses and expenses, including attorneys' fees arising out of or resulting from the

use or transmission of the files. Client further agrees to make no claim and hereby waives, to

the fullest extent permitted by law, any claim or cause of action of any nature against

Parties, their officers, directors, employees, agents or subconsultants which may arise out of

or in connection with the use by Client of the files.

F. Parties make no representation regarding the accuracy or completeness of the electronic

data files.

F. NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES

OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, IS MADE

RESPECTING THIS ATTACHMENT OR THE ELECTRONIC DATA FILES. IN NO

EVENT SHALL PARTIES BE LIABLE FOR ANY LOSS OF PROFIT OR ANY

CONSEQUENTIAL DAMAGES AS A RESULT OF THE TRANSMISSION OF OR

CLIENT’S REUSE OF THESE ELECTRONIC FILES.

G. The files are not intended to be reproduced by Client (or anyone acquiring through Client)

for the preparation of shop drawings and, as such, reproductions of the files, in whole or

part shall not be used for the preparation of shop drawings.

H. Under no circumstances shall delivery of the electronic files be deemed a sale by Parties.

I. Nothing contained in this Agreement shall create a contractual relationship with or a cause of

action in favor of a third party against either Parties or Client. Furthermore, no action

taken by Parties or Client pursuant to the terms of this Agreement, shall create a

contractual relationship with or a cause of action in favor of a third party against either

Parties or Client.

ENDS