

The John R. McAdams Company, Inc.
End User License Agreement
Electronic Files

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4. **Compatibility.** Our electronic files are intended to be compatible with AutoCad 14. If you are using a different software application, a different version of that software, or inadequate hardware, you may not be able to access the electronic files.

5. **No Warranty.** WE LICENSE THE ELECTRONIC FILES "AS IS" AND "AS AVAILABLE," WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND DISCLAIM ALL IMPLIED AND EXPRESS WARRANTIES WITH REGARD TO THE ELECTRONIC FILES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND TITLE, OR ANY WARRANTY CONCERNING THE QUALITY, FUNCTIONALITY, AVAILABILITY, OPERABILITY, ACCURACY, EFFORT, USE, OR PERFORMANCE OF THE ELECTRONIC FILES. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE ELECTRONIC FILES IS AT YOUR SOLE RISK AND THAT YOU ASSUME THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT. WE HAVE NO OBLIGATION UNDER THIS AGREEMENT TO CORRECT ANY BUGS, DEFECTS, OR ERRORS IN THE ELECTRONIC FILES, RECOVER ANY LOST DATA, OR TO OTHERWISE SUPPORT OR MAINTAIN THE ELECTRONIC FILES DURING THE TERM OF THIS AGREEMENT.

6. **Limitation of Liability.** UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER TORT, CONTRACT, OR OTHERWISE, WILL WE BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, OR OTHERWISE, ARISING OUT OF OR RELATING TO THE ELECTRONIC FILES OR YOUR USE OF THE ELECTRONIC FILES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL WE BE LIABLE FOR ANY CLAIM YOU BRING AGAINST US MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION AROSE OR SHOULD HAVE BEEN DISCOVERED.

7. **Basis of the Bargain.** The disclaimers and limitations of liability set forth above are fundamental elements of the basis of the agreement between you and us. We would not be able to provide the Electronic Files without such limitations.

8. **Qualification.** The terms and conditions of this Agreement apply to the maximum extent permitted by applicable law. Some jurisdictions do not allow the disclaimer of warranties in **Section 5** above or the limitation of liability provisions described in **Section 6** above, so those limitations may not apply to you. This Agreement gives you specific legal rights, and you may also have different or additional legal rights, depending on the applicable law in your jurisdiction.

9. **Government; Export.** The Electronic Files may be subject to US export control laws, including the US Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export or release the Electronic Files to, or make the Application accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation.

10. **Governing Law; Jurisdiction.** This Agreement and any dispute or controversy arising out of or relating to it shall in all respects be governed by and construed in accordance with the laws of the State of North Carolina, excluding its conflicts of laws principles. You consent to the jurisdiction and venue of the federal and state courts in Wake County, North Carolina for

resolution of any disputes arising out of this Agreement. The Uniform Computer Information Transactions Act does not apply to this Agreement.

11. **Notice.** Any notice you are required or permitted to give us under the Agreement will be effective if sent by FedEx to the following address: McAdams Company, 2905 Meridian Pkwy, Durham, NC 27713.

12. **Assignment.** You shall not assign or otherwise transfer any of your rights, or delegate or otherwise transfer any of your obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without our prior written consent, which we may give or withhold in our sole discretion. Any purported assignment, delegation or transfer in violation of this section is void. We may freely assign or otherwise transfer all or any of our rights, or delegate or otherwise transfer all or any of our obligations or performance, under this Agreement without your consent. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

13. **General.** This Agreement is the entire agreement between you and us relating to the Electronic Files, and it supersedes all prior or contemporaneous oral or written communications, proposals, and representations with respect to its subject matter. This Agreement does not alter any agreement you may have with us concerning our preparation of hard copy documents for you or our performance of other services for you. You consent to receive communications from us electronically. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. We may modify this Agreement at any time by sending a copy of the modified Agreement to the e-mail address we have on file for you. Any other modification of this Agreement requires a writing signed by both parties. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable, and such decision shall not affect the enforceability of such provision under other circumstances, or of the remaining provisions hereof under all circumstances. No waiver by us of any breach of any term or provision of this Agreement shall be construed to be a waiver of any preceding or succeeding breach of the same or any other term or provision hereof.