

Electronic Data Release and License Agreement

This Electronic Data Release and License Agreement "Agreement" is made and entered into effective as of _____, 2025 (the "Effective Date") between KLJ Engineering LLC ("KLJ"), and _____ (the "Receiving Party"). KLJ and the Receiving Party shall each be referred to as a "Party" or collectively as the "Parties".

WHEREAS, KLJ is providing the information specified below for use by the Receiving Party; and

WHEREAS, KLJ has agreed to grant a license to use electronic documents subject to the following conditions, terms and acknowledgements, to which the Receiving Party accepts and agrees to be bound.

NOW, THEREFORE, in consideration of the mutual promises and other good and valuable consideration contained herein, it is hereby agreed as follows:

1. The "Electronic Documents" as used throughout this Agreement, shall refer to the following files only:
 - a. TBD by Contractor
2. The Electronic Documents were used to produce the construction plans for D.5 Road Corridor ("the Project"). The information specified herein exhibits KLJ's production needs, standards and requirements and not those of any other party. The Electronic Documents were stamped and sealed by _____ on _____ for the Project.
3. Grant of License. Upon full payment for services under contract or task order and under the terms of this agreement, KLJ hereby grants to the Receiving Party a non-transferable, license to use the Electronic Documents in a manner consistent with the Project and as provided in paragraph 5.
4. Authorship. Retention of Rights. The Receiving Party agrees KLJ is the author of the Electronic Documents and shall retain all common law, statutory law and other rights, including copyrights, in the said documents. The Parties agree that the Electronic Documents are instruments of service developed by KLJ for the Project.
5. Use. The Receiving Party shall not reuse or make any modification to the Electronic Documents without the prior written authorization of KLJ. The Receiving Party agrees that any future use of the Electronic Documents shall be at the Receiving Party's sole risk and without any liability, risk or legal exposure to KLJ. The Receiving Party agrees to waive and release all claims or potential claims against KLJ and its respective officers, directors, employees, agents and servants relating to, or arising out of, the use of the electronic data and the information contained in it, by reason of any act or omission of such parties, under any legal theories whatsoever, specifically including the negligence of any released party. Subject to the terms of this Agreement, the Receiving Party shall have the right to use this information to: construct the Project.

The Receiving Party agrees and understands that the Electronic Documents may represent only a portion of the construction document information and, as such, may be incomplete. KLJ makes no representation as to the accuracy or completeness of the Electronic Documents. In the event of any discrepancy or conflict between electronic

data and the sealed plans and specifications, the information in the sealed plans and specifications shall be used.

6. Instruments of Service. As the Electronic Documents are part of KLJ's Instruments of Service or contributing efforts for those Instruments of Service, KLJ shall not be construed to have performed any services in connection with the Receiving Party's use of the Electronic Documents provided and KLJ shall have no liability for any aspect of their use by the Receiving Party or the Receiving Party's subcontractor(s).
7. Term of License. The license granted under this Agreement by KLJ to Receiving Party shall terminate upon the completion of The Project as described in paragraphs 2 and 5.
8. Products - Warranties. Neither the Electronic Documents nor the media used to transmit the Electronic Documents are products. The Parties agree that KLJ makes no warranty whatsoever with respect to the Electronic Documents or the media used to transmit the Electronic Documents, including (a) warranty of merchantability or (b) warranty of fitness for a particular purpose; whether expressed or implied by law, course of dealing, course of performance, usage of trade or otherwise.
9. Conversion. It is understood by the Receiving Party that the media in which any Electronic Documents are transmitted can deteriorate over time and under various conditions. In addition, any conversion of the format is solely the responsibility of the Receiving Party. The Receiving Party understands and agrees that the conversion of Electronic Documents from the format transmitted by KLJ to another format may introduce errors or inaccuracies. Prior to using any converted Electronic Documents, the Receiving Party shall confirm the accuracy of said converted Electronic Documents. The Receiving Party shall be responsible for any errors or inaccuracies that arise from said conversion.
10. No Guarantee of Compatibility. No guarantee is made that electronic data systems used by KLJ will be directly compatible with the electronic systems used by the Receiving Party.
11. Indemnification. The Receiving Party agrees to the fullest extent permitted by law, to indemnify and hold harmless KLJ, its officers, directors, employees and sub-consultants ("KLJ Parties") against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or in any way connected with the:
 - a. use of the Electronic Data by the Receiving Party, whether caused by any act or omission of the Receiving Party, under any legal theories whatsoever, and specifically including the negligence of the Receiving Party; and
 - b. unauthorized use, reuse or modification of the Electronic Documents by the Receiving Party or any person or entity that acquires or obtains the documents from or through the Receiving Party without the written authorization of KLJ.
12. Confidentiality. The Receiving Party acknowledges that the misappropriation of the Electronic Documents for its own use, or the disclosure of the Electronic Documents or other breach of this Agreement would cause serious damage and harm to KLJ, and that remedies at law would be inadequate to protect against breach of this Agreement. The Receiving Party agrees to the right of KLJ to seek injunctive relief for any breach of the

provisions of this Agreement and to the right of specific enforcement of the terms of this Agreement, in addition to any other remedy to which KLJ would be entitled in law and in equity, specifically incorporating and integrating herein the North Dakota Uniform Trade Secrets Act, all such remedies being cumulative. The successful party in such proceedings shall be entitled to reasonable attorneys' fees and costs, expert witness fees and costs, and all related costs incurred in such action, whether at pre-trial, trial, on appeal, or to enforce any resulting decision or related judgment, or in any arbitration or bankruptcy proceeding.

13. Method of Delivery. KLJ will deliver electronic information via a compact disk, flash drive, an email, ftp transfer, cloud based or via other method of transfer that is reasonably available.
14. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of North Dakota. Any litigation between the parties arising out of or relating to this Agreement shall be conducted exclusively in the Federal or State Courts located in North Dakota, and the parties hereby consent to the exclusive jurisdiction of such courts.
15. Dispute Resolution. In the event of any claim, dispute or controversy arising out of or relating to this Agreement or the breach thereof that the parties have been unable to settle or agree upon within a period of fifteen (15) days after the claim, dispute or controversy arises, each Party shall nominate a senior officer of its management to meet at a mutually agreed time and place not later than thirty (30) days after the claim, dispute or controversy has arisen to attempt to resolve such matter. If the matter has not been resolved pursuant to the aforesaid procedure within fifteen (15) days of the commencement of such procedure, then either Party may institute judicial proceedings. Any of the time periods specified in this Section may be extended by mutual agreement of the parties.
16. Waiver. Failure by either Party hereto to insist upon strict compliance with any provision of this Agreement or to assert any right such Party may have hereunder shall not be deemed to be a waiver of such provision or right or any other provision or right of this Agreement. A waiver of the breach of any term or condition of this Agreement shall not be deemed to constitute a waiver of any subsequent breach of the same or any other term or condition.
17. Provisions Binding. The terms of this Agreement shall apply to, inure to the benefit of, and be binding upon the Parties hereto and upon their respective affiliates, subsidiaries, heirs, executors, administrators, assigns, and successors in interest.
18. Authority to Bind. Each individual who executes this Agreement on behalf of a party represents that he or she is duly authorized to execute this Agreement on behalf of that party and is operating within the scope of his or her authority.
19. Entire Agreement. This Agreement constitutes the full understanding of the Parties, a complete allocation of risks between them, and a complete and exclusive statement of the terms and conditions of their agreement with respect to the matters set forth herein.

20. Amendments. No amendment to this Agreement shall be binding upon either Party hereto, unless it is in writing and executed on behalf of each Party hereto by a duly authorized representative and expressly specified as such.
21. Severability. In case any provision of this Agreement is declared invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.
22. Survival. Paragraphs 1,3,4,5,6,8,9,11,13,14,15,16, 17,18,19,20, and this paragraph 22 shall survive the termination or expiration of this Agreement.
23. Headings. The captions and headings in this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope or intent of this Agreement or the intent of any provisions contained herein or therein.
24. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and both of which, when taken together, shall constitute one and the same agreement.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the parties have executed this Release form and agree to the above Terms and Conditions as of the Effective Date.

KLJ ENGINEERING LLC

Signature

Print Name

Title

Signature

Print Name

Title

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