

SiteplanCAM Application

Please complete and mail this application PLUS a letter-size copy of your project site map to then address at the bottom of this form.

Company Name _____

Address _____

City _____

State _____

Zip _____

Contact _____

Phone Num _____

Email Addr _____

The Project

Project No. _____

Project Name _____

Project Start
Date _____

Project PO/Job
Cost Acct _____

The Site Map

For any comments or special instructions for the project site map.

Site Map Notes

I have read and understand the terms and conditions found on the next page and agree to establishing a project account with siteplanCAM.

Signature

Title

Date

Please Mail To: **Siteplancam**
131 West Holland
Fresno, CA 93705

We ask that you use a full-size manila envelope to minimize fold lines that complicates the scanning of the site map.

We will call you to confirm any "clean-up" changes we would make to the scanned site map image.

SERVICE AGREEMENT

This Service Agreement is between you the "Customer" and MCS Systems, referred to here as "siteplanCAM." This Agreement explains our obligations to you, and your obligations to us in relation to your use of our services by establishing an account for services.

Customer Responsibility

The Customer agrees to submit to siteplanCAM an 8.5"x11.0" copy (landscape mode) of the site plan map for the Customer's project that includes ONLY the areas of reference where a picture might be taken to capture project progress and with content that the Customer acknowledges as suitable to the Customer and Customer associates for display on the Internet. The Customer agrees to designate a single Customer contact person to establish a single correspondence link and to resolve questions with siteplanCAM on how to use siteplanCAM services. The Customer agrees to submit only photos and associated content related to construction progress or construction history. The Customer agrees to control the knowledge of any access keys, furnished by siteplanCAM, that will grant access to an Internet display of any Customer submitted photos. The Customer agrees and acknowledges that ALL ORIGINAL photographic image submitted to siteplanCAM will remain in the possession of the Customer.

Explanation of siteplanCAM Services

SiteplanCAM agrees to accept digital photographic images submitted by the Customer when these digital images are received in accordance with instructions provided by siteplanCAM. SiteplanCAM will process these images for Internet presentation and provide to the Customer Internet service to display these images. SiteplanCAM reserves the right to not to accept photographic images submitted by the Customer. Upon receipt of notice that the project is complete, siteplanCAM will prepare for the Customer an archive CDROM with ALL received digital images in accordance to the fee schedule below. At this time, unless directed otherwise by the Customer, ALL images for the Customer's project will be removed within 10 days from the Internet and within 60 days of the Customer's acknowledged receipt of the CDROM, ALL Customer project photos in the possession of siteplanCAM will be permanently destroyed.

Fee, Payment and Terms of Service

A one-time Project Account Setup Fee	SiteplanCAM will 1. set up an account for the Customer, 2. review and edit the copy of the Customer's project's site plan map, 3. prepare a custom installation package for the customer consisting of instructions, 4. create a grid-coordinated site plan map, 5. create customized software to tag the photos submitted by the Customer. This fee is non-refundable and subject to CA sales tax.	\$75.00
A photo processing fee	Each photo will be processed by siteplanCAM for Internet display and CDROM archival storage for future review and display. With a minimum of 50 processed photos, this cost INCLUDES the creation and delivery of one (1) CDROM containing ALL archived photos and a special viewer that presents all the photo superimposed on the project's site plan map.	\$2.00 per Photo
A photo processing fee	This service allows a secure and password protected access of project progress photos during the life of the project to all viewers at the Customer's discretion. This access fee will begin at the time the project account is created and will terminate upon formal notice by the Customer that the project is complete or until such time that the Customer request that the access to project photos be terminated.	\$10.00 Per Month

Limitation Of Liability And Warranty and Hold Harmless

CUSTOMER AGREES THAT USE OF THE SERVICE IS ENTIRELY AT CUSTOMER'S OWN RISK. SITEPLANCAM SERVICES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. SITEPLANCAM NOR ITS OFFICERS, EMPLOYEES, AFFILIATES, AGENTS OR SUBCONTRACTORS WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE OR AS TO THE ACCURACY, TIMELINESS, RELIABILITY, OR CONTENT WITHIN THE SERVICE.

THIS DISCLAIMER OF LIABILITY APPLIES TO ANY DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORD, WHETHER FOR BREACH OF CONTRACT, TORTIOUS OR TORTUOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION.

CUSTOMER WILL INDEMNIFY AND HOLD HARMLESS SITEPLANCAM FOR ANY AND ALL CLAIMS, ACTIONS, AND JUDGEMENTS, INCLUDING ALL COSTS OF DEFENSE AND ATTORNEY'S FEE INCURRED IN DEFENDING THE SAME, ARISING FROM AND RELATED TO THE USE OF SITEPLANCAM'S SERVICES BY THE CUSTOMER OR THE CUSTOMER'S EMPLOYEES OR AGENTS.

IN A DISPUTE SITEPLANCAM'S LIABILITY SHALL BE LIMITED TO THE AMOUNT OF FEES PAID BY THE CUSTOMER FOR SERVICES PROVIDED

Termination Of Service

Both the Customer or siteplanCAM may cancel siteplanCAM's service at any time by either certified mail or acknowledged email. Upon notice of termination of services from the Customer prior to estimated completion date of the Customer's project, ALL images for the Customer's project in siteplanCAM possession will be permanently destroyed and removed from the Internet within 10 days of the notice. If a notice to terminate service is from siteplanCAM for reasons unrelated to Customer payments, SiteplanCAM will honor the creation of an archive CDROM for the Customer in accordance to the terms outlined in the fee schedule if the Customer's billing and payment are current.

Privacy of Submitted Information

SiteplanCAM agrees NOT to use any submitted Customer information for any marketing or other promotional purposes unless given permission by the Customer. The Customer agrees that SiteplanCAM may disclose such information in the good faith belief that such action is reasonably necessary: (a) to comply with the law or a legal process; (b) to enforce this Agreement; or (c) to protect the rights or interests of SiteplanCAM or others. No personally identifiable information is sold, lent, rented or otherwise distributed to any party for any reason other than as expressly stated above.