



AIA[®] Document C106[™] – 2007

Digital Data Licensing Agreement

AGREEMENT made as of the _____ day of _____
in the year _____
(In words, indicate day, month and year.)

BETWEEN the Party transmitting Digital Data (“Transmitting Party”):
(Name, address and contact information, including electronic addresses)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

and the Party receiving the Digital Data (“Receiving Party”):
(Name, address and contact information, including electronic addresses)

for the following Project:
(Name and location or address)

In consideration of the following promises exchanged, the Parties agree as follows:

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 The purpose of this Agreement is to grant a license from the Transmitting Party to the Receiving Party for the Receiving Party's use of Digital Data on the Project, and to set forth the license terms.

§ 1.2 This Agreement is the entire and integrated agreement between the parties. Except as specifically set forth herein, this agreement does not create any other contractual relationship between the parties.

§ 1.3 Digital Data is defined as information, communications, drawings, or designs created or stored for the Project in digital form.

§ 1.3.1 Confidential Information is defined as Digital Data that the Transmitting Party has designated as confidential and clearly marked with an indication such as "Confidential" or "Business Proprietary."

ARTICLE 2 TRANSMISSION OF DIGITAL DATA

§ 2.1 The Transmitting Party grants the Receiving Party a nonexclusive limited license to use the Digital Data solely and exclusively to perform services or construction for the Project in accordance with the conditions set forth in Article 3.

§ 2.2 The transmission of Digital Data constitutes a warranty by the Transmitting Party to the Receiving Party that the Transmitting Party (1) is the copyright owner of the Digital Data, (2) has permission from the copyright owner to transmit the Digital Data and grant a license for its use on the Project, or (3) is authorized to transmit Confidential Information.

§ 2.3 The Transmitting Party retains its rights in the Digital Data. By transmitting the Digital Data, the Transmitting Party does not grant to the Receiving Party an assignment of those rights; nor does the Transmitting Party convey to the Receiving Party any right in the software used to generate the Digital Data.

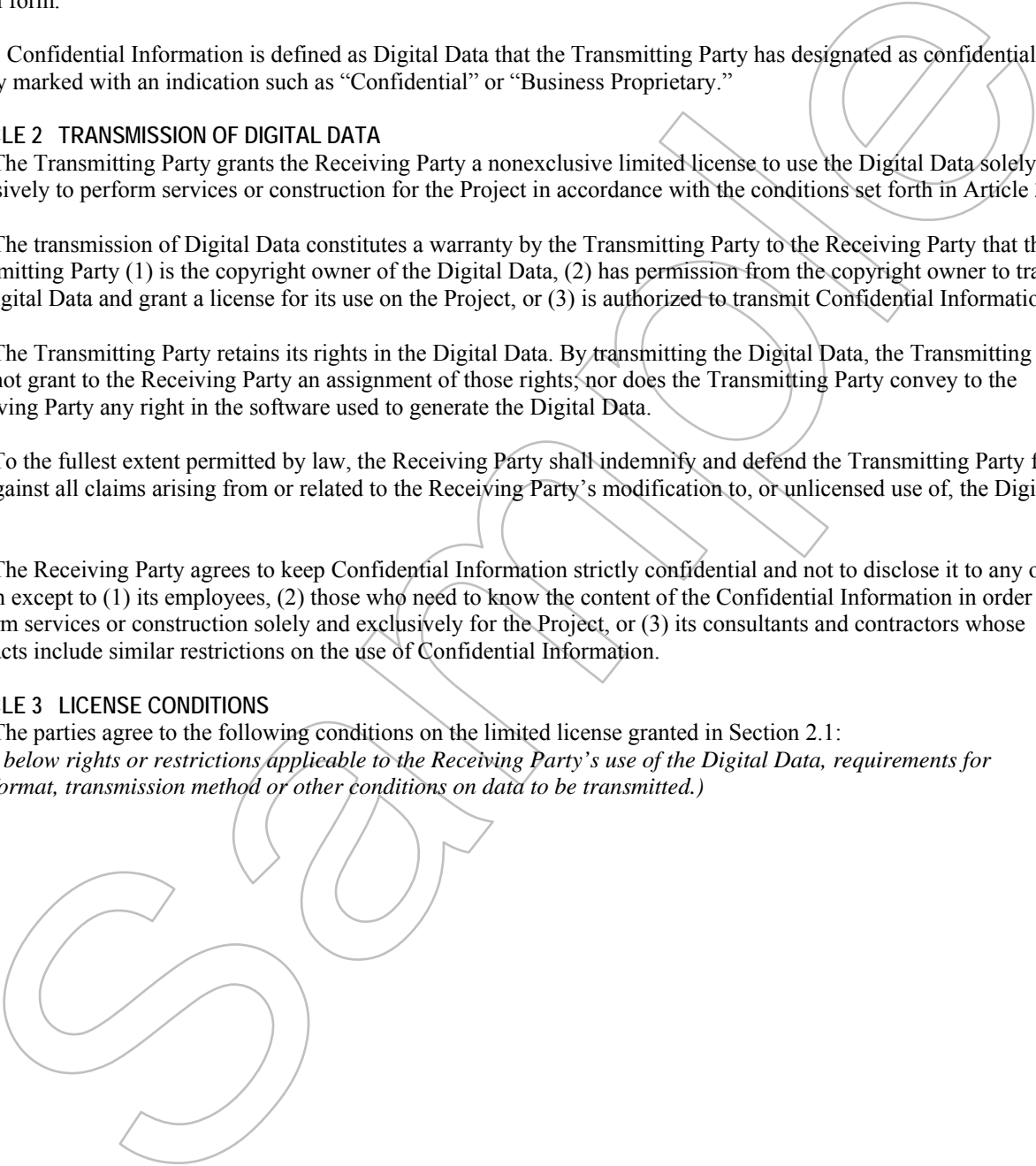
§ 2.4 To the fullest extent permitted by law, the Receiving Party shall indemnify and defend the Transmitting Party from and against all claims arising from or related to the Receiving Party's modification to, or unlicensed use of, the Digital Data.

§ 2.5 The Receiving Party agrees to keep Confidential Information strictly confidential and not to disclose it to any other person except to (1) its employees, (2) those who need to know the content of the Confidential Information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of Confidential Information.

ARTICLE 3 LICENSE CONDITIONS

§ 3.1 The parties agree to the following conditions on the limited license granted in Section 2.1:

(State below rights or restrictions applicable to the Receiving Party's use of the Digital Data, requirements for data format, transmission method or other conditions on data to be transmitted.)



ARTICLE 4 LICENSING FEE OR OTHER COMPENSATION

The Receiving Party agrees to pay the Transmitting Party the following fee or other compensation for the Receiving Party's use of the Digital Data:

(State the fee, in dollars, or other method by which the Receiving Party will compensate the Transmitting Party for the Receiving Party's use of the Digital Data.)

This Agreement is entered into as of the day and year first written above and will terminate upon Substantial Completion of the Project, as that term is defined in AIA Document A201™-2007, General Conditions of the Contract for Construction, unless otherwise agreed by the parties and set forth below.

(Indicate when this Agreement will terminate, if other than the date of Substantial Completion.)

TRANSMITTING PARTY *(Signature)*

RECEIVING PARTY *(Signature)*

(Printed name and title)

(Printed name and title)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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