



AIA[®] Document C106[™] – 2013

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)

and the Party receiving the Digital Data (“Receiving 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.

for the following Project:

(Name and location or address)

The Transmitting Party and Receiving Party 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 For purposes of this Agreement, the term Digital Data is defined to include only those items identified in Article 5 below.

§ 1.3.1 Confidential Digital Data is defined as Digital Data containing confidential or business proprietary information that the Transmitting Party designates and clearly marks as “confidential.”

ARTICLE 2 TRANSMISSION OF DIGITAL DATA

§ 2.1 The Transmitting Party grants to the Receiving Party a nonexclusive limited license to use the Digital Data identified in Article 5 solely and exclusively to perform services for, or construction of, the Project in accordance with the terms and conditions set forth in this Agreement.

§ 2.2 The transmission of Digital Data constitutes a warranty by the Transmitting Party to the Receiving Party that the Transmitting Party is the copyright owner of the Digital Data, or otherwise has permission to transmit the Digital Data to the Receiving Party for its use on the Project in accordance with the terms and conditions of this Agreement.

§ 2.3 If the Transmitting Party transmits Confidential Digital Data, the transmission of such Confidential Digital Data constitutes a warranty to the Receiving Party that the Transmitting Party is authorized to transmit the Confidential Digital Data. If the Receiving Party receives Confidential Digital Data, the Receiving Party shall keep the Confidential Digital Data strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 2.3.1.

§ 2.3.1 The Receiving Party may disclose the Confidential Digital Data as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. The Receiving Party may also disclose the Confidential Digital Data to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of Confidential Digital Data as set forth in this Agreement.

§ 2.4 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.

§ 2.5 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.

ARTICLE 3 LICENSE CONDITIONS

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.)

ARTICLE 5 DIGITAL DATA

The Parties agree that the following items constitute the Digital Data subject to the license granted in Section 2.1: *(Identify below, in detail, the information created or stored in digital form the parties intend to be subject to this Agreement.)*

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)