

To:

Project RW Monster Golf, Multiple Accessory Structures, 84 Chalet Road, Kiamesha Name: Lake, New York

JCJ Project H18064.00 No. Date:

Architect:

DIGITAL DATA TRANSMITTAL, AGREEMENT AND LIMITED LICENSE FOR USE

The Digital Data transmitted or provided (or to be transmitted or provided) by the Architect to the Addressee is:

INSERT FILE NAME / DESCRIPTION / PROGRAM / TRANSMITTAL METHOD

For good and valuable consideration, the receipt and sufficiency of which is acknowledged, in accepting and utilizing any Building Information Model (BIM) files, AutoCAD (CAD) files, drawings or other data and in any form of electronic media generated and provided by the Architect to the Addressee and as identified above (collectively "Digital Data"), the Addressee covenants and agrees that all such Digital Data are Instruments of Service of the Architect, who shall be deemed the author of the Digital Data and Architect shall retain all common law, statutory law and other rights, including copyrights. Under no circumstances shall the Architect's transfer of Digital Data to Addressee be deemed a publication in derogation of the reserved rights of the Architect. Further, nothing in this Digital Data Transmittal, Agreement and License for Use shall be construed to convey any ownership right or grant any license to Addressee in the software used to generate the content contained in the Digital Data.

The Digital Data submitted by the Architect to the Addressee is submitted for an acceptance period of twenty-four (24) hours for the Addressee to determine if there are any technical defects (i.e. corrupt or incomplete files) which make the Digital Data unreadable and report same to the Architect for verification and, if applicable, correction. Any and all technical defects detected in the Digital Data after the acceptance period will be the sole responsibility of the Addressee.

The Addressee acknowledges that the Digital Data may become unusable after a period of time due to software changes, hardware changes, file degradation or other causes and the Addressee agrees to the fullest extent permitted by law to indemnify and hold the Architect harmless from any damage, liability or costs, including reasonable attorney's fees and costs of defense, arising from any degradation, incompatibility, or un-usability of the Digital Data. Unless the Architect and Addressee are parties to a separate agreement or protocol defining the format for digital data on the Project the Architect provides the Digital Data in an "as-is" condition and in the file format used by the Architect. The Addressee is solely responsible for any and all conversions or translations of the Digital Data to a different format.

The Architect herby grants a limited, non-exclusive license to the Addressee to use the Digital Data solely and exclusively for the Addressee to perform services for, or construction of, the Project. Except for the license granted herein, no other license or right shall be deemed granted or implied under this Digital Data Transmittal, Agreement and License for Use. The Addressee shall not assign, delegate, sublicense, pledge or otherwise transfer the license granted herein to another party except in the furtherance of providing services for or constructing the Project. Addressee may not use the Digital Data, in whole or in part, for any purpose or on any project other than the purpose and Project identified herein. Unless the Architect and Addressee are parties to a separate agreement or protocol defining the use of digital data on the Project, any use, modification, transmission or reliance on the Digital Data is at the sole risk of the Addressee. The Architect makes no representations as to the accuracy, completeness, Level of Development, or sufficiency of any content included in the Digital Data.

The Addressee, to the fullest extent permitted by law, agrees to indemnify and hold harmless the Architect from all costs and expenses, including all attorney's fees and costs of defense, related to claims or causes of action asserted by any third person or entity to the extent such claim, cause of action, costs and expenses arise from the Addressee's 1) use of the Digital Data on this Project, 2) any unauthorized use or transfer of the Digital Data by Addressee on this Project or, 3) any use or transfer of the Digital Data by Addressee for any other project. In the event the Addressee modifies any of the content contained in the Digital Data, the Addressee hereby waives and forever releases the Architect from all claims and causes of action arising from such modifications to the Digital Data.

Nothing in this Digital Data Transmittal, Agreement and License for Use shall be construed as a sale by the Architect and the Architect makes no warrantees, expressed or implied, and expressly disclaims same, with respect to the Digital Data's merchantability or fitness for any particular purpose.

Accepted by:

Duly Authorized

Print Name / Date

Sign, date and return to JCJ Architecture