

## SWAN ARCHITECTS, INC.

### TERMS & CONDITIONS FOR USE OF ELECTRONIC DRAWING & DIGITAL DATA FILES

1 - This notice specifies the Terms & Conditions under which the drawing and data contained in the attached electronic file media may be used by the Recipient. By accepting and using this information, the Recipient hereby agrees to these Terms & Conditions.

2 - SWAN ARCHITECTS, INC. is an Arizona corporation engaged in the practice of Architecture. SWAN ARCHITECTS INC. has created one or more electronic files. All data, including original drawings, field data, edits and original designs shall remain the sole property of SWAN ARCHITECTS, INC.

3 - The receiving party agrees not to disclose Confidential Information to any other person except to (1) its employees, or (2) its consultants and contractors whose contracts include similar restrictions on the use of Confidential Information.

4 - The transmitting party does not convey any right in the Drawing or Digital Data or in the software used to generate the data. The receiving party may not use the Digital Data unless permission to do so is provided in the Agreement, such as the general conditions of the contract for construction, or in a separate license.

5 - Unless otherwise granted in a separate license, the Recipient's use, modification, or further transmission of the Drawings or Digital Data, as provided in the Agreement, is specifically limited to the design and construction of the Project in accordance with the Project protocols set forth separately by agreement, and nothing contained in this Terms & Conditions conveys any other right to use the Digital Data for another purpose.

6 - If Recipient has any questions about the completeness, accuracy, or proper interpretation of any of the information contained in the original electronic drawings files, he/she shall immediately notify SWAN ARCHITECTS, INC. for resolution.

7 - Recipient shall retain the original medium for his/her archival records, keep a list of all copies made of the drawing file(s), and give SWAN ARCHITECTS, INC. a copy of the latest upon request.

8 - Any unauthorized use of SWAN ARCHITECTS, INC.'s work without prior written consent, shall be without liability or legal exposure to SWAN ARCHITECTS, INC. Recipient, by accepting and using the electronic drawings files and data, hereby agrees to indemnify, defend and hold harmless SWAN ARCHITECTS, INC. from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting from any such unauthorized use or "change". Recipient further agrees to compensate SWAN ARCHITECTS, INC. for any time spent or expenses incurred in defense of any such claim, in accordance with SWAN ARCHITECTS, INC.'s prevailing fees schedule and expense reimbursement policy.

9 - If Recipient makes any transfer to a third party Recipient of an electronic data file containing any portion of the original drawing file, Recipient shall include therewith the provisions of this agreement and shall notify SWAN ARCHITECTS, INC. Any third party Recipient of this data shall be bound by its provisions as though they were the original Recipient.

YES, I accept the terms described above.

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Company/Name

Date