

[FIRM LOGO]

Licence Agreement

Between: _____ (the Architect)

and _____ (the User)

WHEREAS the User has requested from the Architect, and the Architect has agreed to supply to the User,

(specify electronic document(s) e.g. specifications, drawings and addenda) hereafter the "electronic documents."

Therefore, the Architect and the User agree as follows:

1. The Architect retains all rights of ownership, including copyright, in the electronic documents.
2. The User agrees not to forward to others, transmit, download or reproduce the electronic documents in any format, whether print or electronic, except as expressly permitted under this agreement.
3. The Architect retains physical copies of the materials contained in the electronic documents. Where there is a conflict between the electronic documents and the physical copies, the physical copies shall govern.
4. The User agrees not to modify or alter the electronic documents in any way.
5. The User agrees not to use or reuse the electronic documents in any manner except as expressly permitted by this agreement.
6. The User agrees not to resell, trade, or distribute the electronic documents without cost.
7. The User agrees to review all the documents related to the User's work. If the User does not review a complete set of documents, the User agrees that the risks and consequences of any review are the sole responsibility of the User.
8. The Architect authorizes to User to

(specify uses: eg. to prepare shop drawings, to apply for a building permit, for construction, for tender purposes, to prepare engineering drawings, for renovations or additions etc.)

9. The User agrees that the Architect is not responsible, or liable, in any way for the use of the electronic documents by the User or by anyone receiving the electronic documents from the User, other than the use(s) authorized under this agreement.
10. The Architect expressly disclaims all representations and warranties of any kind, express or implied, in connection with the electronic drawings.
11. Except for any liability which cannot by law be excluded or limited, the Architect shall not be liable to anyone for any direct or indirect damages arising from any errors or omissions, completeness of the electronic documents, misuse of the electronic documents, any errors in its computer system, in the software used therewith, or in the electronic files, or for any lost profits, special or consequential damages for any claim arising out of the use of, or inability to use, the electronic files.

12. The User agrees that use of the electronic documents is at the User's own risk. The User agrees to indemnify and save harmless the Architect, his/her employees, agents and consultants from and against all claims, losses, demands, costs and expenses (including legal fees), damages or recoveries (including any amounts paid in settlement) arising by reason of, caused by, or alleged to be caused by, the User's reliance on the electronic document.

By proceeding to open this file the User agrees to be bound by the terms of this agreement.

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