

**DIGITAL DATA FILES RELEASE AND WAIVER AGREEMENT**

The undersigned acknowledges that they have received from Tecton Architects, Inc. certain electronic architectural CAD drawing files (Digital Data Files) as listed below:

<b>FILE NAME</b>	<b>FILE DATE</b>	<b>DRAWING NAME</b>	<b>PROJECT</b>
Drawing	_____	Floor Plan	NAME OF PROJECT
Drawing	_____	Reflected Ceiling Plan	NAME OF PROJECT

**If the Receiving Party does not consent to the terms of this Release and Waiver Agreement, return the files immediately without opening, copying or using the files.**

**By accepting or using the accompanying disc and the Digital Data Files on that disc, or by accepting or using electronically transmitted Digital Data Files, the receiving party agrees as follows:**

1. In return for good and valuable consideration, including the delivery of the Digital Data Files referenced above from **Tecton Architects, Inc.** related to the Project (defined below) which **Tecton Architects, Inc.** prepared for the Client (defined below), the receipt and sufficiency of which is hereby acknowledged, this Release and Waiver is given by the Receiving Party.

**Company of Recipient:** \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

The Recipient hereby warrants that permission has been granted by the Client to release Digital Data Files under the terms of this agreement by:

**Name Client** \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

2. As used in this Release and Waiver the following terms shall have the following meanings:

2.1 The **Date** of this Release and Waiver is: \_\_\_\_\_

2.2 The **Receiving Party** is: \_\_\_\_\_

2.3 The “**Project**” is: \_\_\_\_\_

2.4 The “**Client**” of Tecton Architects, Inc. is: \_\_\_\_\_

2.5 “**Tecton Architects, Inc.**” refers to:           Tecton Architects, Inc.  
One Hartford Square West  
Hartford, CT 06106

3. The Receiving Party acknowledges that Tecton Architects, Inc. created the Digital Data Files for no other purpose than as instruments of service to the Client in connection with the Project and that the original instrument of service of Tecton Architects, Inc. to the Client was a final hard copy document bearing a professional seal and signature. The Receiving Party has requested with the consent of the Client that Tecton Architects, Inc. deliver a copy of the Digital Data Files to the Receiving Party. The Receiving Party acknowledges that providing an electronic copy of the files to the Receiving Party is for the convenience of the Receiving Party only and that the files will not be used for any other purpose.

4. The Receiving Party acknowledges and is aware that differences may exist between the Digital Data Files delivered and the printed hard-copy documents generated by Tecton Architects, Inc. as instruments of service to the Client. The Receiving Party is also aware that differences may exist between the Digital Data Files delivered and the actual as-built condition of the Project. The Receiving Party, therefore agrees that it will field verify any information they may wish to use as background information prior to such use. Should the Receiving Party fail to field verify any information prior to use, the Receiving Party acknowledges and agrees that it shall be solely responsible for any and all losses, damages and expenses incurred as a result therefrom and the Receiving Party hereby indemnifies and agrees to hold Tecton Architects, Inc. harmless from and against any and all such losses, damages and expenses incurred by the Receiving Party and all other parties.

5. The Receiving Party acknowledges and agrees that the Digital Data Files were not prepared for the purpose of being used by the Receiving Party or by anyone other than Tecton Architects, Inc., and further acknowledges and agrees that the use of the Digital Data Files for a purpose other than the purpose for which they were created has inherent risks.

6. The Receiving Party agrees not to use the Digital Data Files for any purpose, other than to review their content, without the prior written authorization of Tecton Architects, Inc.

7. The Receiving Party nevertheless wishes to secure a copy of the Digital Data Files and agrees to accept any and all risks associated with their possession, installation or use. Receiving Party agrees to provide payment of Twenty-five dollars (\$25.00) per sheet requested. Payment shall be received by Tecton Architects, inc. prior to release of CAD files. Cad files shall be limited to Floor Plans and Reflected Ceiling Plans only.

8. The Receiving Party acknowledges and agrees that the Digital Data Files have not been scanned for viruses and that the Receiving Party is responsible for making its own determination of what action is necessary to avoid any problems or damage prior to the installation or use of the Digital Data Files.

9. Under no circumstances shall delivery of the Digital Data Files to The Receiving Party be deemed a sale, transfer, assignment or license of the Digital Data Files to The Receiving Party by Tecton Architects, Inc. Neither Tecton Architects, Inc. nor any officer, director, shareholder, member, employee or agent of Tecton Architects, Inc. makes warranties, either express or implied, of fitness for any particular purpose of the Digital Data Files. In no event shall Tecton Architects, Inc. be liable for any loss of profit or any consequential damages as a result of The Receiving Party's use of the information contained in the Digital Data Files. Notwithstanding anything to the contrary contained herein, the Receiving Party hereby agrees that it shall keep all Digital Files confidential and that it will not disclose such Digital Files to any other party without Tecton Architects, Inc.'s prior written consent.

10. The Receiving Party on behalf of itself and every parent, subsidiary or affiliated company and all of the successors and assigns of all of them hereby releases and discharges, and agrees to indemnify, defend and save harmless, Tecton Architects, Inc. and every officer, director, shareholder, member, employee and agent of Tecton Architects, Inc. and the successors and assigns of all of them from any and all claims, actions, causes of action, demands, suits, judgments, damages, liabilities, losses, expenses, and attorney's fees, including, but not limited to all claims of negligence, strict liability, breach of contract or breach of warranty arising out of or in connection with the possession, installation or use of the Digital Data Files by The Receiving Party or any other party that they may cause to possess the files.

11. This Release and Waiver shall apply to all Digital Data Files provided by Tecton Architects, Inc. to the Receiving Party in connection with any Project of the Client including those which may have been provided previous to, contemporaneously with, or subsequent to the date of this Release and Waiver.

12. Tecton Architects, Inc. has stripped its name off of all of the drawings transmitted and the Receiving Party agrees not to use the Tecton Architects, Inc. name in any way in the Receiving Party's dissemination of their work.