

DIGITAL DATA LETTER OF AGREEMENT

An Agreement between LS3P ASSOCIATES LTD. (the "Architect") and ___ (the "Licensee," either Original or Third Party, as the case may be) for Licensing of Digital Data

Architect: LS3P ASSOCIATES LTD.

Licensee:

Original ___

3rd Party ___

Contact: Charlotte Phillips
charlottephillips@LS3P.com

Project No.: 1201-217190
Project Name: Hampton County High School
Location: 1682 Savannah Hwy, Hampton, SC 29924
Date: 03-04-2025

The Architect will provide the following Digital Data, dated as of the particular transmission, to the Licensee **for information purposes only:**

Sheet A801 First Floor Overall Furniture Plan	(.dwg format)
Sheet A802 Second Floor Overall Furniture Plan	(.dwg format)
Sheet A803 Typical Classroom Furniture Layout Plan	(.dwg format)
Sheet A804 Typical Office Furniture Layout Plan	(.dwg format)
Sheet A805 First Floor Furniture Plan BLDG A1	(.dwg format)
Sheet A806 First Floor Furniture Plan BLDG A2	(.dwg format)
Sheet A807 First Floor Furniture Plan BLDG B	(.dwg format)
Sheet A808 First Floor Furniture Plan BLDG C	(.dwg format)
Sheet A809 First Floor Furniture Plan BLDG D1 & D2	(.dwg format)
Sheet A810 First Floor Furniture Plan BLDG E1	(.dwg format)
Sheet A811 First Floor Furniture Plan BLDG E2	(.dwg format)
Sheet A812 First Floor Furniture Plan BLDG F1 & F2	(.dwg format)
Sheet A813 Second Floor Furniture Plan BLDG A1	(.dwg format)
Sheet A814 Second Floor Furniture Plan BLDG A2	(.dwg format)
Sheet A815 Second Floor Furniture Plan BLDG E1	(.dwg format)

Format of exported file to AutoCAD Version 2019.
Digital Data was prepared using the following:

Software: Revit (.rvt) **Version:** 2022

Digital Data to be delivered via the following media: Newforma Website posting

Licensee shall pay the Architect a service fee of \$0.00 and other good and valuable consideration.

TERMS AND CONDITIONS

1. The Architect and its consultants make no representation as to the compatibility of the Digital Data with any hardware or software. The Licensee shall notify the Architect within five (5) business days of any problems associated with accessing and/or using the Digital Data.
2. The Licensee acknowledges and agrees that the Digital Data may change or degrade during the transmission process. The Licensee acknowledges and agrees that the Architect and its consultants may remove all indications of ownership from the Digital Data prior to transmission.
3. All Digital Data shall be considered the property of the Architect and/or its consultants and shall not be used for other Projects, for additions to this Project without the prior written permission of the Architect and/or its consultants. Digital Data shall not be re-transmitted by the Original Licensee to a Third-Party Licensee without prior execution of an agreement identical to this Agreement between the Architect, the Original Licensee, and the Third-Party Licensee. Under no circumstances shall the transmission of the Digital Data be considered a sale of goods or a sale of copyrights.
4. **THE ARCHITECT AND THE ARCHITECT'S CONSULTANTS HEREBY EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AS WELL AS ANY WARRANTY OF ACCURACY, COMPLETENESS, AND/OR PERMANENCE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.** Addenda information and/or revisions made to the most current Digital Data after any date of transmission have not been incorporated into the transmitted Digital Data. In the event of a conflict between the Architect's printed instruments of service (2D Documents) whether sealed or unsealed and the Digital Data (3D Model), the printed instruments of service shall govern. The Licensee acknowledges and agrees that the duty to determine the existence of any and all conflicts between the Digital Data and any other information upon which the Licensee relies rests solely upon the Licensee. The Digital Data shall not be considered Contract Documents or Construction Documents as defined by any General Conditions of Contract for Construction. The Digital Data is being provided for information only and on a strictly "AS IS" basis.
5. Licensee agree the extent of its reliance on any Digital Data shall be limited to the uses identified in this Agreement.
6. Licensee may use and rely upon the Digital Data only for programming, site analysis, design review, 3D coordination of structural, mechanical, plumbing, and electrical systems, and preconstruction activities.
7. The Level of Development (LOD) describes the minimum dimensional, spatial, quantitative, qualitative, and other data included in the Digital Data to support the uses and reliance included in this Agreement. The LOD of the Digital Data transmitted is LOD 200. LOD 200 is defined as model and model elements that are generically and graphically represented within the Digital Data with approximate quantity of major components, size, shape, location, and orientation.
8. If Licensee discovers or becomes aware of any discrepancies, inconsistencies, errors, or omissions in any Digital Data transmitted, they shall promptly report the discrepancy, inconsistency, error, or omission in writing to the Architect. Licensee shall not use any discrepancy, inconsistency, error, or omission in the Digital Data as the basis of a claim.
9. Any reliance on the Digital Data not in accordance with this Agreement shall be at the sole risk of the Licensee.

10. The use and/or provision of the Digital Data prepared by the Architect and/or its consultants shall not in any way reduce or obviate the Licensee's duty to check and coordinate dimensions, details, and quantities of materials as required to facilitate construction of the Project in a complete and quality manner consistent with the applicable standards of care. Confirmation of existing conditions is the sole responsibility of the Licensee.

11. The Licensee agrees to the extent permitted by applicable law, to indemnify, hold harmless, and release the Architect and/or its consultants, their officers, shareholders, employees, and sub-consultants from any and all injuries, claims, demands, expenses, suits, liabilities, losses, damages, costs, disputes, other matters in question, third party claims, pass-through claims, subrogated claims, and/or claim expenses related to the Digital Data, including but not limited to, attorneys' fees, expert witness fees, and court costs arising out of or in any way related to or connected with any negligent act and/or omission in the generation, provision, and/or use of the Digital Data by the Licensee and/or any of its subcontractors, suppliers, and/or consultants and waive any and all rights to such claims and causes of action.

12. The Licensee waives damages against the Architect for any and all injuries, claims, losses, expenses, damages, disputes, other matters in question, and/or claim expenses arising out of or relating to this Agreement and/or generation, provision, and/or use of the Digital Data, including, but not limited to, consequential damages and reasonable attorneys' fees and defense costs.

13. The Architect's and/or the Architect's consultants' liability to the Licensee and/or any of its subcontractors, suppliers, and/or consultants for any and all injuries, claims, losses, expenses, damages, disputes, other matters in question, third party claims, pass-through claims, subrogated claims, and/or claim expenses arising out of or relating to this Agreement and/or the Digital Data, including, but not limited to, reasonable attorneys' fees and defense costs, regardless of the nature of the claim or damage, shall not exceed, either individually or in the aggregate, the total amount of \$1,000.00. Such causes include, but are not limited to, the Architect's and/or the Architect's consultants' negligence, errors, omissions, strict liability, breach of contract, and/or breach of warranty.

14. To the best of the Architect's knowledge, information and belief, there are no licensing or copyright fees due to others based on the transmission of the Digital Data, but to the extent that such unknown fees do exist, the Licensee agrees to pay the required fees and hold the Architect and/or its consultants harmless from any associated costs or penalties.

15. Upon execution of this Agreement, the Architect grants to the Licensee a non-exclusive, non-transferable (except as set forth herein), limited license to use the Digital Data solely and exclusively for informational purposes on the identified Project only, provided that the Licensee substantially performs its obligations under this Agreement.

16. Any purchase order number provided by the Licensee is for the Licensee's accounting purposes only. The Licensee acknowledges and agrees that purchase order terms and conditions are null, void, and inapplicable to this Agreement.

17. This Agreement constitutes the entire agreement between the parties relative to the Digital Data and shall be governed by the laws of the State of South Carolina without regard to principles of conflicts of law.

AUTHORIZED ACCEPTANCE

by Architect:
LS3P ASSOCIATES LTD.

Signature

Print Name and Title

Date

by Third Party Licensee:

Signature

Print Name and Title

Date

WE SO CONSENT:

by Owner:

Signature

Print Name and Title

Date

by Original Licensee:

Signature

Print Name and Title

Date