

**ELECTRONIC DATA FILE USER AGREEMENT**

Hilberry Gateway Project – WSU # 189-178578-2  
HGA Commission Number: 3995-001-00

This Agreement is entered into between Hammel, Green and Abrahamson, Inc. (“HGA”) and the Owner, or a Consultant, Contractor (of any tier) or Supplier (“User”) relating to the use and access to Electronic Data Files (“Files”), including, but not limited to, Revit and AutoCAD files. The User desires to have access to such Files for use in connection with the Project, and in consideration for allowing such access, agrees as follows:

The Files were not created or intended for direct use as construction documentation by the Contractor, its subcontractors or third parties, and that after the Files are provided they can become digitally corrupted without detection, can be modified without the knowledge of HGA and/or its consultants, may not be readable by the User by third parties due to file format incompatibilities, and may be modified by HGA, its consultants or others after the Files are transferred, any of which circumstances could cause damage or loss to the User. The User understands and acknowledges that these risks are inherent with any use of the Files and that the use of the Files may not result in the detection of all potential conflicts between elements during actual construction of a project and may not accurately reflect quantities, surface areas or volumes necessary to complete or estimate the cost of the Work.

The Files are works in progress. The signed and sealed original plans, specifications and other documents constitute the Contract Documents for the Project. These Files are not Contract Documents and may be subject to manipulation beyond the control of HGA. Therefore, HGA cannot verify that the Files accurately or completely reflect actual construction or field conditions. The User must satisfy themselves as to the level of accuracy and completeness of the Files for their needs. In addition, the User understands that the changes made during design, bidding, negotiation and construction may not be incorporated in the Files.

**The User acknowledges that the transfer of the Files shall not constitute the sale of goods; and HGA and its consultants make NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE, INCLUDING “SPEARIN” TYPE WARRANTIES, IN CONNECTION WITH THE SERVICE OF PROVIDING DIGITAL MODEL FILES, OR THAT THE DIGITAL MODEL FILES WILL BE USEABLE OR ACCURATE, WHICH WARRANTIES AND REPRESENTATIONS ARE EXPRESSLY DISCLAIMED.**

The User covenants not to sue, and agrees to indemnify and hold harmless HGA from any costs (including attorneys’ fees and costs), claims or causes of action, be it tort, breach of contract, or otherwise that result from the User’s use of the Files or anyone using the Files by or through the User, and waives all claims for consequential and/or liquidated damages against HGA.

Except to the extent expressly set forth in another written Agreement, HGA retains all intellectual property rights to the Files. The providing of the Files by HGA is not to be construed in any manner to be in derogation of any reserved or intellectual property rights.

Hammel, Green and Abrahamson, Inc. (HGA)

[USER NAME - Owner, Contractor or Supplier]

By: HGA, Inc.

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

Name: Leighton Deer 

Name: \_\_\_\_\_

Title: Associate Vice President - Mechanical

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

Date: July 29, 2019

Date: \_\_\_\_\_