



The purpose of this document is to establish the terms of use and liability related to the electronic transfer of files from Tetra Tech to the Recipient (designated below). This Agreement covers all electronic files transmitted to the Recipient associated with the Project(s) listed below that are not otherwise covered by a contractual agreement to provide such files.

Project(s) & Project #s: _____

Recipient of Electronic BIM/CAD Files:

Company Name: _____

Company Address: _____

Signature & Date _____

Terms of Electronic File Transfer:

1. The electronic files (Files) furnished by Tetra Tech, Inc., (Tetra Tech) and any subsidiaries of Tetra Tech, to the person or entity receiving the Files (Recipient) are provided only for the convenience of the Recipient and only for its sole use. RECIPIENT AGREES THAT, BY OPENING THE PACKAGE CONTAINING THE FILES, RECIPIENT SHALL BE BOUND BY AND SUBJECT TO THE TERMS OF THIS DISCLAIMER.
2. Recipient recognizes that the Files may not be adequate or appropriate for Recipient's needs. In the case of any defects in the Files or any discrepancies between the Files and the hardcopy of the Files bearing the seal of Tetra Tech's professional registrant (if applicable), the sealed hardcopy shall govern. Recipient accepts the Files on an "as-is" basis with any and all faults. There are no express warranties made by Tetra Tech with respect to the Files and any implied warranties are excluded.
3. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED. Tetra Tech assumes no responsibility for the accuracy or completeness of the Files and any use or reuse of such electronic data for any purpose shall be at the Recipient's sole risk.
4. Furthermore, in consideration of the use of the electronic data and the Files, Recipient agrees, to the fullest extent permitted by law, to defend, indemnify, and hold Tetra Tech harmless from any and all claims, damages, losses, costs, and expenses, including attorney's fees and court costs (including the costs of any appeals) arising out of or resulting from Recipient's use, reuse, or use by others, except where a court of forum of competent jurisdiction determines that Tetra Tech is solely liable for such damages and losses. The duty to defend, indemnify, and hold Tetra Tech harmless shall apply regardless of whether such claims, damages, losses, costs, and expenses arise out of causes of action for tort, including negligence, contract, warranty, or strict liability.
5. The following restrictions apply to Building Information Models:
 - a. Models may be used by the Contractor to gain a greater understanding of the 3D relationship of the systems and the design intent but does not supersede the construction documents. The Contractor shall not rely on the model for quantity takeoffs.
 - b. Tetra Tech retains ownership of all designs, families, details, control schematics, and all other content in the model. Use of this content without written authorization is not permitted.
 - c. Construction drawings are not to be modified or reproduced from the model without written authorization.
6. The following use restrictions apply:

