

TERMS OF USE FOR LEVITON BIM OBJECTS

As a condition of use of Leviton's Building Information Models ("BIM Objects"), you agree to the following terms and conditions ("Use Agreement"):

BACKGROUND

Leviton Manufacturing Co., Inc. ("Leviton") created and offers for third party use certain BIM Objects developed by Leviton and designed for use with Revit® Architectural Design Software¹. As a condition of use of Leviton's BIM Objects, you acknowledge, accept and agree to the following terms and conditions of this Use Agreement:

TITLE

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GRANT

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TERMINATION OF USE AGREEMENT

Leviton reserves the exclusive right to terminate this Use Agreement including, but not limited to, modifying or discontinuing access to any of Leviton's BIM Objects at any time. Moreover, permission for your use of Leviton's BIM Objects is contingent upon your continued compliance with the terms and conditions of this Use Agreement and Leviton reserves the right to terminate this Use Agreement upon your breach of any of its terms or conditions. Upon Leviton's termination of this Use Agreement, you agree to immediately discontinue all use of Leviton's BIM Objects for any purpose.

LEGAL DISCLAIMER

As a condition of use of Leviton's BIM Objects, you agree to the following disclaimers:

1. DISCLAIMERS OF WARRANTY: LEVITON'S BIM OBJECTS ARE OFFERED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. LEVITON DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, COMPATIBILITY, SECURITY, ACCURACY OR NON-INFRINGEMENT. LEVITON DOES NOT WARRANT LEVITON'S BIM OBJECTS, OR ANY FUNCTION CONTAINED THEREIN, TO BE ERROR-FREE, FREE OF DEFECTS, FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT LEVITON'S BIM OBJECTS WILL BE CONTINUOUSLY OR PERMANENTLY AVAILABLE AND ACCESSIBLE. ANY OF LEVITON'S BIM OBJECTS INCLUDING, BUT NOT LIMITED TO, PRODUCT, OFFERING, CONTENT, MATERIAL, CORRECTIONS, OR ADVICE RELATED THERETO, DOWNLOADED OR OTHERWISE OBTAINED, IS OBTAINED AT THE USER'S SOLE RISK AND THE USER SHALL BE SOLELY RESPONSIBLE FOR ANY AND ALL LOSSES, DAMAGE OR LIABILITY INCLUDING, BUT NOT LIMITED TO, TO THE USER'S COMPUTER SYSTEM, LOSS OF DATA OR BUSINESS OR FINANCIAL LOSSES, THAT MAY RESULT. LEVITON DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING USE OF THE RESULTS OF LEVITON'S BIM OBJECTS, OR PRODUCTS, OFFERINGS, CONTENT, MATERIALS, CORRECTIONS OR ADVICE RELATED THERETO, IN TERMS OF ITS CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE.
2. EXCLUSION OF DAMAGES AND RELEASE FROM LIABILITY: LEVITON SHALL NOT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BE LIABLE FOR ANY TYPE OF DAMAGES INCLUDING, BUT NOT LIMITED TO, SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, CONSEQUENTIAL, LOST REVENUE, LOST PROFITS, REPLACEMENT GOODS, LOSS OF TECHNOLOGY, RIGHTS OR SERVICES, LOSS OF DATA, OR INTERRUPTION OR LOSS OF USE OF SERVICE OR EQUIPMENT, THAT MAY RESULT TO THE USER OR ANY THIRD PARTY ARISING FROM, OR RELATED TO, USE OF LEVITON'S BIM OBJECTS, EVEN IF LEVITON WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE LEGAL THEORY (CONTRACT, TORT, PRODUCT LIABILITY OR OTHERWISE) UPON WHICH RELIEF FOR SUCH DAMAGES MAY BE SOUGHT, AND THE USER HEREBY RELEASES LEVITON FROM ANY AND ALL LIABILITY FOR ANY SUCH DAMAGES.
3. LIMITATION OF LIABILITY AND REMEDIES: NOTWITHSTANDING ANY DAMAGES THAT THE USER MAY INCUR FOR ANY REASON WHATSOEVER AS SET FORTH HEREIN, THE ENTIRE LIABILITY OF LEVITON UNDER THIS USE AGREEMENT, AND THE USER'S SOLE AND EXCLUSIVE REMEDY FOR ANY AND ALL DAMAGES THAT MAY BE SUSTAINED AS A RESULT OF USE OF LEVITON'S BIM OBJECTS, SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY THE USER, IF ANY, TO ACCESS AND USE LEVITON'S BIM OBJECTS, AND SUCH REMEDY SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW EVEN IF SUCH REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

GOVERNING LAW

This Use Agreement shall be governed by, and construed under, the laws of the State of New York, without reference to conflicts of law principles, and any action arising out of, or in any way related to, this Use Agreement shall be brought in the Federal or State Courts of the State of New York situated in New York, New York, and you hereby consent to the jurisdiction and venue of such courts.

ACCEPTANCE OF TERMS OF USE

Access to and use of Leviton's BIM Objects constitutes your acceptance of the terms and conditions of this Use Agreement and any amendments thereto that Leviton may, in its sole discretion, elect to make to this Use Agreement. If you do not accept each and every term and condition of this Use Agreement, immediately terminate your access to and use of Leviton's BIM Objects; any such use without your full and unconditional acceptance of the terms and conditions of this Use Agreement is unlawful use and a breach of the terms of this Use Agreement.