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1. Definitions:

"Work" means any or all of the copyrightable works of authorship consisting of the digital material now or hereafter located on the CyArk Professional website. The Work includes, but is not limited to, drawings, including CAD, 3D models, clouds of points (laser scan data), survey information, photographs, panoramas, and any other copyrightable material residing on the CyArk Archive.

"Collective Work" means a work, such as a periodical issue, anthology or encyclopedia, in which the Work in its entirety in unmodified form, along with a number of other contributions, constituting separate and independent works in themselves, are assembled into a collective whole. A work that constitutes a Collective Work will not be considered a Derivative Work (as defined below) for the purposes of this Agreement.

"Derivative Work" means a work based upon the Work or upon the Work and other pre-existing works, such as a translation, musical arrangement, dramatization, fictionalization, motion picture version, sound recording, art reproduction, abridgment, condensation, or any other form in which the Work may be recast, transformed, or adapted, except that a work that constitutes a Collective Work will not be considered a Derivative Work for the purpose of this Agreement.

2. CyArk owns (directly or through others) and retains all intellectual property rights to the Work. CyArk makes no representation or warranty as to the accuracy or validity of any Work.

3. You may access and download any Work only for your own personal use (i.e., non-commercial use) and may not otherwise copy, reproduce, alter, modify, create Derivative Works or Collective Works, or publicly display (digitally or otherwise) any Work without a written permission from CyArk. For example (but not by way of limitation), you may not use the Work to sell a product or service; use the Work in any publication; take the results from the Work and reformat and display them; exchange any Work for other copyrighted works by means of digital file-sharing; or use any robot, spider, other device or manual process to monitor or copy any Work. If you are uncertain whether your intended use of the Work is permissible, please contact CyArk (info@cyark.org). In addition, CyArk shall have the right in its sole discretion to suspend or terminate your access to any or all Work. You agree to destroy all downloaded Work promptly after your use is completed.

4. UNLESS OTHERWISE MUTUALLY AGREED TO BY THE PARTIES IN WRITING, CYARK OFFERS THE WORK AS-IS AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING THE WORK, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR THE ABSENCE OF LATENT OR OTHER DEFECTS, ACCURACY, OR THE PRESENCE OF ABSENCE OF ERRORS, WHETHER OR NOT DISCOVERABLE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SUCH EXCLUSION MAY NOT APPLY TO YOU.

5. EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW, IN NO EVENT WILL CYARK BE LIABLE TO YOU ON ANY LEGAL THEORY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF THIS AGREEMENT OR THE USE OF THE WORK, EVEN IF CYARK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. This Agreement and the rights granted hereunder will terminate automatically upon any breach by you of the terms of this Agreement. Subject to the above terms and conditions, the permission granted to you herein is perpetual (for the duration of the applicable copyright in the Work). Notwithstanding the above, CYARK reserves the right to release the Work under different license terms or to stop distributing the Work at any time; provided, however that any such election will not serve to terminate this Agreement, and this Agreement will continue in full force and effect unless terminated as stated above.

7. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be deemed superseded by a valid enforceable provision that most closely matches the intent of the original provision and the remaining provisions shall be enforced. CyArk's failure to act with respect to a breach by you or others does not waive CyArk's right to act with respect to subsequent or similar breaches. The failure of CyArk to exercise or enforce any right or provision of these terms and

conditions shall not constitute a waiver of such right or provision. This agreement shall be interpreted in accordance with the laws of the State of California. This Agreement constitutes the entire agreement between the parties with respect to the Work. There are no understandings, agreements or representations with respect to the Work not specified herein. CyArk shall not be bound by any additional provisions that may appear in any communication from you. This Agreement may not be modified without the mutual written agreement of CyArk and you.

8. Limit of Liability

You are allowed to use the data on <http://www.archive.cyark.org> at no cost, however, CyArk and CyArk employees, content and data contributors, and any of CyArk's partners shall not be liable for any claims, liabilities, damages, losses, costs, expenses (including, but not limited to, settlements, judgments, court costs and reasonable attorneys' fees), fines, penalties, arising out of or relating to any actual or alleged use of the data and/or content on <http://archive.cyark.org>.

9. CyArk reserves the right to terminate registration or revoke access to professional content at anytime, should CyArk deem a user to be in violation of this agreement.

This agreement does not grant license to use content on <http://archive.cyark.org> for commercial purposes.

By clicking the "I accept." button below, you are indicating that you have read and agree to all stipulations in the above CyArk Data Use Agreement.