

## MasterFormat License Agreement

This MasterFormat License Agreement ("Agreement") is entered into on \_\_\_\_\_ ("Effective Date") by and between The Construction Specifications Institute, Inc. ("CSI") and the undersigned entity ("you").

CSI is a national association dedicated to advancing building information management and educating project teams to improve facility performance. CSI owns, uses and licenses others to use several copyrighted works, including *MasterFormat*, a publication that presents standardized arrangement of construction information. CSI also owns, uses and licenses others to use several trademarks and service marks throughout the United States and other countries, including CSI and MASTERFORMAT and related trademarks, trade names, and domain names (collectively, "CSI Properties"). You want to use *MasterFormat* ("CSI Work") under the terms and conditions of this Agreement.

For good and valuable consideration, the parties agree:

1. **Term.** This Agreement begins on the Effective Date and ends, unless earlier terminated under the terms of this Agreement, two years after the Effective Date ("Term").

2. **CSI's Obligations.** During the Term, CSI will:

a. Acknowledge that CSI has reviewed your application to use the CSI Work and has agreed to your use of the CSI Work in your Product ("Product") and for the purposes ("Purposes") detailed in Attachment A.

b. Provide to you, on the Effective Date, a copy of designated version of the CSI Work and proper forms of the CSI Properties for your limited, non-exclusive use for the Purposes under the terms of this Agreement.

c. Provide to you an invoice for \$1500 on the anniversary of the Effective Date.

3. **Your Obligations.** During the Term, you will:

a. Use the CSI Work only in your Product and only for the Purposes. You may, for your Product and Purposes only, add one or more lower level titles ("New Titles") and assign to each new numbers ("New Numbers") if 1) the New Titles and New Numbers are located within the portion of the CSI Work that properly corresponds with the subject matter of the New Titles and New Numbers; 2) the New Titles do not already have assigned numbers in the CSI Work; 3) the New Numbers have not already been assigned to another title in the CSI Work; and 4) the New Titles and New Numbers do not fall within a portion of the CSI Work that is designated as reserved for future expansion. You may not claim authorship or copyright in New Titles or New Numbers or claim that you have created and own a derivative of the CSI Work because you use New Titles or New Numbers in your Product. This Section survives Agreement termination or expiration.

b. Use only the forms of CSI Properties that CSI provides to you and only for the purposes of identifying the CSI Work or your Product numbers and titles to others. You may not, without CSI's prior written approval: 1) use the CSI Properties for any other purpose, including but not limited to implying an affiliation with or endorsement from CSI; 2) sublicense or authorize third parties to use the CSI Properties; or 3) use anything that is confusingly similar to the CSI Properties. You acknowledge that unauthorized use of the CSI Properties would cause CSI irreparable injury, and that CSI may seek injunctive relief and other legal remedies against any unauthorized use of the CSI Properties. This Section survives Agreement termination or expiration.

c. Acknowledge that CSI owns the CSI Work and CSI Properties during and after the Term and that nothing in this Agreement or your use of the CSI Work or CSI Properties gives you any ownership rights in the CSI Work or the CSI Properties. You will immediately inform CSI when you become aware of any third party infringements of the CSI Work or CSI Properties, and will, at CSI's request and expense, assist CSI in defending the CSI Work or CSI Properties. This Section survives for two years after Agreement termination or expiration.

d. Not, without CSI's prior written consent: 1) modify the CSI Work; 2) sublicense or authorize third parties to use the CSI Work; or 3) remove CSI's copyright or trademark notices from the CSI Work.

e. Include on your Product: © **2016 The Construction Specifications Institute, Inc. (CSI). MasterFormat numbers and titles used under license from CSI (<http://www.csinet.org>)**, and obtain CSI's written consent, before you publish your Product, that you are properly displaying this on your Product.

f. Coordinate with CSI, at CSI's option, to link your website to CSI's website.

g. Provide to CSI a complimentary copy of or access to your Product for CSI's internal use.

h. Acknowledge that CSI provides the CSI Work "as is" and that, to the maximum extent permitted by law, CSI disclaims all warranties of any kind, expressed or implied, including, without limitation, implied warranties of merchantability and fitness for a particular purpose. This Section survives Agreement termination or expiration.

i. Pay to CSI: 1) \$1500 on the Effective Date; and 2) \$1500 within ten days of receiving CSI's invoice on or around the anniversary of the Effective Date. CSI earns these fees when received and will not refund them.

**4. Indemnification.** Each party ("Indemnifying Party") will indemnify and defend the other party, its affiliates, directors, advisors, agents, members and employees (each an "Indemnified Party") from liability, damages and expenses (including reasonable attorneys' fees) arising out of third party claims related to the Indemnifying Party's 1) business activities unrelated to the relationship created by this Agreement; 2) obligations under this Agreement; 3) breach of this Agreement; or 4) untrue representations and warranties in this Agreement, unless such liability, loss, damage, claim or expense is attributable to the Indemnified Party's gross negligence or willful misconduct. To receive the benefits of this Section, the Indemnified Party must give the Indemnifying Party prompt written notice of any such claim and cooperate with the Indemnifying Party as requested. This Section survives for five years after Agreement termination or expiration.

#### **5. Limitation of Liability.**

a. CSI WILL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF YOUR USE OF OR INABILITY TO USE THE CSI WORK EVEN IF CSI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CSI'S AGGREGATE LIABILITY UNDER THIS AGREEMENT OR WITH RESPECT TO THE CSI WORK WILL NOT EXCEED THE AGREEMENT FEE THAT YOU PAID UNDER THIS AGREEMENT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES SO THAT EXCLUSION OR LIMITATION OF LIABILITY NOT APPLY TO YOU. THIS PROVISION SURVIVES AGREEMENT TERMINATION OR EXPIRATION.

b. Neither party will be liable to the other party for any special, indirect, incidental, or consequential damages or loss of profits arising out of this Agreement, even if those damages were foreseeable or if the other party has been advised of the possibility of those damages. This Section 5 survives Agreement termination.

#### **6. Termination.** This Agreement may be terminated:

a. By mutual consent of the parties.

b. Immediately on notice to the other party if that party breaches this Agreement and does not cure that breach within 30 days after receiving the other party's written notice of that breach.

c. Immediately on CSI notice to you if you misuse or infringe the CSI Work or the CSI Properties.

d. Automatically if a receiver is appointed for either party or its property, party makes an assignment for the benefit of its creditors, any proceedings are commenced by, for or against either party under any bankruptcy, insolvency for debtor's relief law, or either party is liquidated or dissolved.

**7. Post-Termination.** On expiration or termination of this Agreement, you must 1) stop using the CSI Work and the CSI Properties, including all use in your Product; and 2) return to CSI, without charge, all copies of the CSI Work and CSI Properties in your possession.

**8. General.** This Agreement a) may be modified only in writing signed by both parties; b) will be interpreted and enforced under Commonwealth of Virginia law without regard to its conflict of law principles and any litigation arising from this Agreement will be held exclusively in Alexandria, Virginia courts; c) may not be assigned by you without CSI's prior written consent; d) is the entire agreement between the parties, and supersedes any and all prior written or oral understandings between the parties with respect to its subject matter; and e) may be severed if any Section of the Agreement is found to be unenforceable with the remaining Sections continuing in full force and effect as if the unenforceable portion did not exist.

The parties, intending to be legally bound, sign this Agreement below.

**THE CONSTRUCTION SPECIFICATIONS  
INSTITUTE, INC.**

**LICENSEE**

\_\_\_\_\_  
NAME  
TITLE

110 South Union Street, Suite 100  
Alexandria, Virginia 22314-1791

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

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

Company: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
Email: \_\_\_\_\_

Phone: \_\_\_\_\_

**ATTACHMENT A  
YOUR USE OF THE CSI WORK**

CSI has reviewed your application and will allow you to use the CSI Work, the CSI Work's numbers and titles or derivations of the CSI Work's numbers and titles for the following Purposes:

<b>Your Product</b>	
<b>Intended use of your Product</b>	
<b>Intended market or market area for your Product</b>	
<b>Intended use of the CSI Work in your Product</b>	
<b>Edition of the CSI Work that you will use</b>	