Terms and Conditions

What your firm needs to know

As with almost every app, online tool, or technology we use, there are terms and conditions that we skim through, maybe read a sentence or two, and then scroll down quickly to hit “I agree” and move on. This one is no different, but we’re attempting to make it a little clearer and more straightforward. That said, don’t let the familiar tone and language throw your firm off. This stuff is binding, so please make sure your firm is good with it before proceeding!

License Grants

A “license grant” is nothing more than a fancy way of saying “I’m giving your firm permission to use my stuff.” For the DDX Tool, the AIA is giving your firm permission to use the Tool. This doesn’t mean your firm owns it, or that no one but your firm can use it, or that your firm can alter or change the tool. It just means that AIA is giving your firm permission to use it. Why do we need to state the obvious? Because someone at some point went to court and said, “Hey, they gave us permission to use their widget, but didn’t set any limits, so we think they gave it to us.”

So, that said, AIA is giving your firm permission to use the DDX Tool.

There’s another thing AIA needs to give your firm permission to use. But first, let’s lay out what the DDX Tool does. Basically, it takes information that users input/upload, it compiles and aggregates that information, and then it churns out different reports based on all that data that users input. Let’s call these reports the DDX Tool’s “Reporting Data.”

So, in addition to giving your firm permission to use the DDX Tool, AIA is also giving your firm permission (i.e. a license) to use the Reporting Data. However, we need to agree that your firm can only use the Reporting Data for certain things. These things are:

- Internal business purposes. This means your firm can use the Reporting Data to help your business as an internal tool for your firm and your people.
- Your firm can incorporate the Reporting Data into your own software products or publications/reports your firm produces or provides to your clients, if you’d like, but your firm can only use your own data to do so – your firm can’t use your fellow DDX Tool user’s data. That wouldn’t be right. To be clear, however, you’re fine to use the Reporting Data, because it is anonymized.

And of course, the license AIA gives you to use the Reporting Data is not exclusive to you, you can’t transfer that permission to someone else without checking with the AIA first, and if for some reason, AIA needs to scrap the whole project, the AIA can revoke permission. “Revoking permission” sounds a bit draconian, admittedly, but it’s something we need to state and something you need to acknowledge. It’s a technicality.

What’s yours is yours and what’s ours is ours.

This is a little nuanced, but it’s worth a section to discuss. As we stated above, the whole purpose of the DDX Tool is to provide a place where users like your firm can input/upload your firm’s data, and the DDX Tool compiles all the data, aggregates it, and generates what are hopefully useful reports.

The AIA wants to be very, very clear on this. Whatever your firm provides, inputs, uploads, etc., into the DDX Tool remains your property. The AIA makes no claim on your property at all.

However, when your firm’s data is combined with other users’ data and all the data is aggregated, compiled, and reported, that creates a separate product that AIA owns, i.e. the Reporting Data. Someone must own it, or there is no way to control it, and the DDX Tool is administered by the AIA, so let’s just say the AIA owns the Reporting Data. This allows the AIA to use the Reporting Data to educate others and to further its mission to promote architecture.

Security

Rest assured, the AIA has made every effort to create a secure and reliable DDX Tool; however, your firm should understand that the confidentiality of any communication or material transmitted to/from DDX over the Internet or other form of global communication network cannot be guaranteed. (See for example, wikileaks.org.) Your firm must make its own determination as to such issues.

To operate the DDX Tool requires that some of the identifying information contained in data you input/upload to the DDX is maintained so your firm’s data can be sorted and categorized for reporting purposes. There’s no way to completely strip this out and make user data useful. So, for example, to include your firm information in a report that is geographically based, we need to be able to identify data that has the geographic parameters we’re seeking. Or type of project. Or size of project. If the DDX Tool doesn’t have the ability to screen data for such markers, it would make reporting less precise. But that’s all we need your information for – to generate the outputs that make the DDX Tool useful.

To reiterate, AIA has absolutely no interest in sharing your firm’s project specific information or identifying information, including your firm’s performance, and we will not share such information with others beyond what’s needed for AIA published reports. Such AIA reports may include anonymized, aggregate data shared with other entities such as the DOE or EPA for research or business intelligence purposes. AIA will protect individual project and firm information and will display or otherwise provide all user provided data either in aggregate or anonymously. DDX Research feature searches will not return any data if results return less than ten (10) projects to protect anonymity. Having said that, we may determine that publishing case studies for firms or projects that are performing well might be useful and informative; however, before we publish any case studies for such projects, we will definitely reach out to your firm and ask you if that would be okay first.

The DDX Tool is what it is, and nothing more.

The information, data, software functionality, and materials available on or through DDx TOOL and the program are provided on an “as-is” and “as available” basis and may include errors, omissions, or other inaccuracies.

[Brace yourself for a lot of legalese … but there’s no other way to state this stuff …]
AIA makes no representations or warranties about the suitability, completeness, timeliness, reliability, legality, or accuracy of the services, materials, and information available on DDx or through the program for any purpose, and expressly disclaims (to the fullest extent of the law) all warranties, express or implied, including, without limitation, any warranty of merchantability, fitness for a particular purpose, or non-infringement or any other implied warranty under the uniform computer information transactions act as enacted by any state.

Your firm expressly absolves and releases AIA from any claim of harm resulting from a cause beyond AIA's control, including, but not limited to, failure of electronic or mechanical equipment or communication lines, telephone or other connection problems, computer viruses, unauthorized access, theft, operator errors, severe weather, earthquakes, or natural disasters, strikes, or other labor problems, wars, or governmental restrictions. Your firm agrees that in no event shall AIA be liable for any indirect, punitive, incidental, special, or consequential damages arising out of or in any way connected with participation in or the use of DDx or the program by your firm or anyone else, whether based in contract, tort, strict liability, or otherwise, even if AIA has been advised of the possibility of such damages. AIA assumes no responsibility for the deletion of or failure to store any content or information. Without limitation of the foregoing, the total liability of AIA for any reason whatsoever related to participation or use of DDx or the program or for any claims relating to this agreement shall not exceed one thousand dollars ($1,000) (USD).

We’re all responsible to clean up our own messes

What follows are the “indemnification” provisions. A couple of things: first, it applies equally to us as it does to your firm. Second, what it basically says is that if someone tries to hold your firm responsible for something AIA did and your firm had nothing to do with it, AIA will do everything in its power to ensure you’re safe, and that your firm will do the same for us. So here it goes:

We each agree to defend, indemnify, and hold harmless the other and its affiliates, employees, agents, directors, officers, employees, shareholders, attorneys, successors, and assigns, from and against any and all third party claims, proceedings, damages, injuries, liabilities, losses, costs, and expenses (including reasonable attorneys’ fees and litigation expenses), relating to or arising from the indemnifying party’s breach of the other party’s respective obligations, representations, or warranties in the Agreement. The indemnifying party will promptly notify your firm of any claim or action with respect to any claim for indemnification hereunder, and your firm will undertake the defense or settlement and all related costs and expenses of any claim or action for which it has an indemnification obligation.

All good things must come to an end.

We’ll keep the DDX Tool alive for as long as it’s useful. When it’s no longer useful, we’ll sunset the product. When that day comes, we’ll certainly let you know, but the AIA has to have the ability to make that decision unilaterally. Sure, it sounds a bit tyrannical, but we cannot do everything by committee. When it comes time to close shop, the permissions, licenses, etc., will terminate.

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That’s it. That should get you up to speed on the DDX Tool. If any of the above gives you doubt about using the DDx Tool, contact us so we can talk about it. We want you to be comfortable using the tool and if you have concerns, we want to know about them.