

For your counsel

Who Archeon is and whom it represents.

Archeon represents the firm, not the buyer. It runs a private, competitive process in which vetted AI data buyers bid to license the firm's de-identified operational records.

Archeon's fee is stated in an engagement letter before any buyer sees the firm. It is a stated percentage of each payment the firm receives from a buyer Archeon introduced. Any payment a buyer makes to Archeon is disclosed to the firm and credited against the firm's fee. Buyers pay the firm directly.

What a license typically grants.

A buyer license typically grants the right to use de-identified records to train AI models. Buyers' standard terms are often perpetual, irrevocable and sublicensable.

Archeon negotiates the points that matter to the firm: scope of use, exclusivity, liability cap, payment timing, deletion of the delivered data and participation in the buyer's later revenue. Your counsel reviews every license before the firm signs.

The optional refresh structure.

A firm may add a refresh to an archive license. The archive covers records through a cutoff date and is paid once. The refresh delivers new records on a schedule, quarterly, twice a year or yearly, for a multi-year term, and the buyer pays each period. The license states the term, the cadence, a fixed annual escalator or other agreed increase, and a reopener if the buyer widens its permitted use or the volume delivered grows past a stated size.

The license states termination rights for each side, including for cause and for a security breach. At exit the buyer deletes or returns the refresh data, and the license says what the buyer keeps, such as any trained models. Each new project entering the feed goes through the same de-identification and the same client contract check as the archive. Licenses are non-exclusive by default. Any exclusivity is limited in time and scope and priced separately, and an evaluation set is a separate license.

How the fee applies.

The engagement letter applies Archeon's fee to all payments the firm receives under licenses with buyers Archeon introduced. That covers archive fees, refresh fees, escalator increases, usage fees, evaluation set licenses, renewals and extensions, and the stated value of in-kind consideration such as cloud credits. It also covers affiliates and successors of an introduced buyer. The fee is due after the firm receives the funds.

A protection period after the engagement ends keeps the fee in place for buyers Archeon introduced or that saw the firm's listing. Buyers the firm already knew are named in a carve-out before the process starts, and no fee applies to them. If the firm moves an introduced buyer to a direct deal, the fee still applies.

What is always excluded.

- Project drawings and models, unless the building owner has consented in writing (see Design files below).
- Federal work and controlled unclassified information (CUI).
- Personal data, which is removed or excluded.
- Anything restricted by a client contract or owner-provided information, once the rights screen finds it.

Design files are optional.

The default offer is operational records and needs nothing from the drawing set. A firm may add design files in this order: its own standard details, templates and Revit families; data extracted from models, such as schedules and quantity takeoffs; unbuilt work such as competition entries; and, last, project CAD or BIM files.

Under AIA-style contracts the architect usually retains copyright in instruments of service. Some client contracts assign ownership or restrict reuse, and consultants own their own drawings, so Archeon checks the contract for each category.

Project files are included only with the building owner's written consent. They are never included for schools, healthcare, government, data centers, utilities or critical infrastructure. Every file first goes through a full metadata clean covering title blocks, coordinates and georeferencing, survey points, author fields, file paths, external references, layer names and embedded images.

What the firm warrants, and why the rights screen matters.

The firm will be asked to warrant that it has the right to license what it offers. For that reason Archeon screens the records against the firm's contracts before any buyer sees them.

Under the AIA B101 form, ownership of instruments of service generally stays with the architect. That helps, but it does not settle the question. Confidentiality clauses, owner-provided information, public-agency terms and federal terms still apply and can restrict what the firm may license.

Privacy.

Archeon acts as a processor when it cleans a firm's files. The files pass through a sealed, temporary process, are never stored, and go straight to the buyer once cleaned. Archeon keeps only a signed record of what was done: file fingerprints, the rules applied and the firm's approvals. The firm's own reviewer approves every cleaned file before a buyer sees it. The cleaning removes identifying details, and the firm's review is the check on the result. A data processing agreement, an addendum to the engagement letter, covers every cleaning job.

The only stored items are the cleaned samples shown to buyers in the deal room. The firm keeps ownership of its records. Where personal data exists in the records, the deal includes data processing terms.

California employee data needs extra care under the CCPA. The firm should also ask its professional liability broker, in writing, whether licensing its records affects coverage.

Documents in a typical deal.

- Engagement letter between Archeon and the firm.
- Mutual NDA between the firm and each buyer that moves forward.
- Buyer license agreement.
- Data description, listing what is and is not covered.
- Data processing agreement for cleaning, as an addendum to the engagement letter.
- Data processing terms, where personal data exists.

General information, not legal advice.