

ITC MEMBER INTELICAD MOBILE PLATFORM

SOFTWARE LICENSE AGREEMENT

This Agreement, dated as of the date following the last signature below, is made and entered into by and between The IntelliCAD Technology Consortium, a Washington non-profit corporation (the “ITC”), and the person or entity named at the end of this document (the “ITC Member”).

RECITALS

A. The ITC has been organized and established to promote the IntelliCAD computer aided design software platform as an industry-standard platform for computer aided design.

B. The ITC has licensed or owns certain CAD viewer software (“IntelliCAD Mobile Platform”) and related documentation, described in the attached Exhibit A (collectively, the “IntelliCAD Mobile Platform Licensed Materials”).

C. The ITC Member is a commercial or API member of the ITC and promotes the IntelliCAD computer aided design software platform as an open, industry-standard platform for computer aided design.

D. The ITC Member desires to utilize the IntelliCAD Mobile Platform for use and distribution with the IntelliCAD licensed software platform or as a stand-alone solution.

E. The ITC and the ITC Member desire to establish the terms and conditions under which the ITC will grant certain rights in the IntelliCAD Mobile Platform Licensed Materials to the ITC Member.

F. Capitalized terms used but not otherwise defined herein will have the same meaning as in the commercial or API membership agreement between the ITC and the ITC Member including, but not limited to, “Member Application” which means any software application developed or distributed by or for ITC Member, which is combined with or derived from the IntelliCAD Base Software or any portion thereof.

G. The intent of the parties in entering into this Agreement is to join with and support the commercial or API membership agreement between the parties. If any provision of this Agreement is unenforceable, the provisions of the commercial or API membership agreement will govern and control. In the event of any conflict between the terms and conditions of this Agreement, and the terms and conditions of the commercial or API membership agreement or any other agreement between the parties now or hereafter in effect, the terms and conditions of the commercial or API membership Agreement will govern and control.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the ITC and the ITC Member agree as follows:

Section 1. License.

1.1 Grant. The ITC hereby grants to the ITC Member and the ITC Member accepts, subject to the terms and conditions of this Agreement, a nonexclusive, revocable license in the IntelliCAD Mobile Platform to:

1.1.1 use and reproduce the IntelliCAD Mobile Platform Licensed Materials, in source code and object code forms, for the internal purposes of embedding the IntelliCAD Mobile Platform Licensed Materials into Member Applications. An ITC Member contractor may accomplish such embedding, provided that the ITC Member first binds the contractor to a written agreement no less protective than this Agreement and the commercial or API membership agreement of the ITC's rights;

1.1.2 use the IntelliCAD Mobile Platform Licensed Materials, in source code or object code form to (i) conduct demonstrations of Member Applications to potential End Users and Resellers and (ii) train and provide installation support and maintenance of IntelliCAD Mobile Platform Licensed Materials, as embedded into Member Applications, to End Users and Resellers. This use may be sublicensed to a Reseller (in object code form only) for application to End Users once the Reseller is bound by a written reseller agreement that is consistent with the terms of this Agreement and the commercial or API membership agreement in protecting the ITC's property rights and limiting potential liability of the ITC; and

1.1.3 reproduce and distribute copies of IntelliCAD Mobile Platform Licensed Materials, in object code only, as embedded into Member Applications, to End Users pursuant to an end user agreement that is consistent with the terms of this Agreement and the commercial or API membership agreement in protecting the ITC's property rights and limiting potential liability of the ITC. This license to reproduce and distribute may be sublicensed to a Reseller for application to End Users once the Reseller is bound by a written reseller agreement that is consistent with the terms of this Agreement and the commercial or API membership agreement in protecting the ITC's property rights and limiting potential liability of the ITC. Irrespective of the above, ITC Member agrees that it shall not resell the IntelliCAD Mobile Platform as an OEM version.

1.2 Limitations. The license granted under Section 1.1 sets forth the entirety of the ITC Member's right to use and otherwise deal with the IntelliCAD Mobile Platform Licensed Materials. Without limiting the generality of the foregoing, nothing in this Agreement will be construed or interpreted as granting any right or interest of any kind in information, products or other items made, developed or created by or for the ITC, whether before or after the date of this Agreement, in implementing the IntelliCAD Mobile Platform Licensed Materials.

1.3 License from ITC Member to the ITC. ITC Member will disclose and deliver to the ITC all bug fixes it obtains, discovers, or develops to the IntelliCAD Mobile Platform Licensed Materials, in source code form within thirty (30) days of discovery or development. ITC Member hereby grants the ITC a nonexclusive, fully-paid, irrevocable, royalty-free license to reproduce, distribute, perform, publicly display, and otherwise exploit all bug fixes delivered or disclosed to the ITC pursuant to this Section 1.3, and to sublicense the foregoing rights (including, without limitation, to other members of the ITC or any successor thereto). ITC Member hereby grants the ITC an irrevocable right to a nonexclusive, fully-paid, irrevocable, royalty-free license to distribute, perform, publicly display, and otherwise exploit all core technologies it obtains, discovers, or develops to the IntelliCAD Mobile Platform Licensed Materials, in source code form, and to sublicense the foregoing rights (including, without limitation, to other members of the ITC or any successor thereto). The ITC may unilaterally exercise this right by providing notice to ITC Member.

Section 2. Fees and Payments.

The ITC Member will pay to the ITC an annual license fee of \$3,000 for use of the IntelliCAD Mobile Platform Licensed Materials.

Section 3. Term.

Unless earlier terminated as provided in this Agreement, the initial term of this Agreement will begin on the date following the last signature below and will run conterminously with the commercial or API membership agreement between the ITC and the ITC Member.

Section 4. Termination.

4.1 Termination for Cause. Either party may, at its option, terminate this Agreement if (a) the other party materially breaches any obligation under this Agreement and such breach is not cured within thirty (30) days following receipt of written notice of such breach, or (b) the ITC Member ceases to be a member in good standing of the ITC.

4.2 Termination Based on Dispute with CAD Manufacturing Solutions, Inc. The ITC may, in its absolute discretion and without notice, terminate this Agreement if the ITC becomes involved in any dispute with CAD Manufacturing Solutions, Inc.

4.3 Termination Upon Bankruptcy. Either party may immediately terminate this Agreement upon written notice to the other in the event that: (a) a petition or action is filed or taken by or against the other party under any insolvency or bankruptcy law that is not dismissed within sixty (60) days, (b) a receiver is appointed over the assets or undertaking of the other party, (c) the other party enters into a deed of arrangement or makes an assignment for the benefit of creditors, or (d) the other party ceases to function as a going concern, or an order is made or a resolution passed to that effect, except for the purposes of amalgamation or reconstruction. The party affected by any of the foregoing events will notify the other party immediately upon the occurrence of such an event.

4.4 Effect of Termination. Upon termination or expiration of this Agreement: (a) the licenses granted in this Agreement terminate and the ITC Member will immediately cease exercising all rights granted under this Agreement with respect to IntelliCAD Mobile Platform Licensed Materials; (b) all Resellers will cease marketing, distributing and sublicensing IntelliCAD Mobile Platform Licensed Materials; (c) The ITC Member will promptly return and make no further use of IntelliCAD Mobile Platform Licensed Materials, and property, materials and other items, and all copies thereof, belonging to the ITC relating to this Agreement, and (d) the ITC Member will promptly pay all fees due to the ITC at the time of such termination or expiration. The ITC Member will execute a written acknowledgment of its compliance with this section upon termination of this Agreement. Nothing contained herein will limit any other remedies, which either party may have for the default of the other party under this Agreement.

4.5 Dissolution or Merger. Upon the merger or voluntary or involuntary dissolution of the ITC or if the ITC abandons its development or maintenance of the IntelliCAD Mobile Platform Licensed Materials, the rights granted under Section 1 will survive and shall automatically become paid-up, irrevocable, and non-sublicensable; provided, however, that this Section 4.5 shall only apply if and so long as ITC Member: (i) is not, at the time, in breach of this Agreement; (ii) complies with the terms of this Agreement including, but not limited to, payment of all fees and other assessments that were due and payable immediately prior to the dissolution, merger, or abandonment; and (iii) does not sell or license the IntelliCAD Mobile Platform Licensed Materials to a third party.

4.6 Survival. The provisions of this Agreement that by their sense and context are intended to survive performance by either or both parties, together with any accrued payment obligations, will survive the completion, expiration, termination or cancellation of this Agreement.

4.7 Repossession of IntelliCAD Mobile Platform Licensed Materials. This Agreement is executory in nature, and as long as the ITC Member has any continuing obligations hereunder, the ITC will be entitled to protect IntelliCAD Mobile Platform Licensed Materials, and for this purpose, in the event that the ITC Member fails promptly to perform any obligation under this Agreement which would fully protect intellectual property rights of the ITC, the ITC Member hereby grants to the ITC the right of injunctive relief (without the need to prove this remedy is justified) and the right to repossess such IntelliCAD Mobile Platform Licensed Materials from the ITC Member. This right will continue notwithstanding the termination or expiration of this Agreement for any reason and is without prejudice to any accrued rights of the ITC hereunder.

Section 5. Proprietary rights.

No title to or ownership of the IntelliCAD Mobile Platform Licensed Materials, or any proprietary right associated with ownership of the IntelliCAD Mobile Platform Licensed Materials, is transferred to the ITC Member under this Agreement. Without limiting the generality of the foregoing, the ITC reserves all patent, copyright, trade secret and other intellectual property rights in and to the IntelliCAD Mobile Platform Licensed Materials, subject

only to the rights granted to the ITC Member under Section 1.1. The ITC Member will take such action (including, but not necessarily limited to, the execution and delivery of documents) as the ITC may reasonably request to effect, perfect or evidence such rights of the ITC in the IntelliCAD Mobile Platform Licensed Materials. Upon request, the ITC Member will deliver to the ITC a complete, accurate, reproducible copy of the IntelliCAD Mobile Platform Licensed Materials.

Section 6. Disclaimers.

6.1 No warranties.

THE INTELICAD MOBILE PLATFORM LICENSED MATERIALS ARE PROVIDED "AS IS," "WITH ALL FAULTS, ERRORS, OMISSIONS, DEFECTS AND DEFICIENCIES," AND WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE ITC DOES NOT WARRANT THE PERFORMANCE, FITNESS OR QUALITY OF THE INTELICAD MOBILE PLATFORM LICENSED MATERIALS, AND THE ITC MEMBER WAIVES AND RELEASES ALL RIGHT AND REMEDIES OF THE ITC MEMBER, AND ALL WARRANTIES, OBLIGATIONS AND LIABILITIES OF THE ITC, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY FAULT, ERROR, OMISSION, DEFECT, DEFICIENCY OR NONCONFORMITY IN THE INTELICAD MOBILE PLATFORM LICENSED MATERIALS OR ANY OTHER ITEM FURNISHED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY (A) IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, (B) IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OR TRADE, (C) CLAIM OF INFRINGEMENT, (D) CLAIM IN TORT, WHETHER OR NOT ARISING IN WHOLE OR IN PART FROM FAULT, NEGLIGENCE, STRICT LIABILITY OR PRODUCT LIABILITY, AND (E) CLAIM FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, TREBLE OR CONSEQUENTIAL DAMAGE, COVER, OR ANY LOSS OF PROFIT, DATA, REVENUE OR USE.

6.2 No money damages.

Except as otherwise set forth in Section 7 herein, IN NO EVENT WILL THE ITC BE LIABLE TO THE ITC MEMBER OR ANY THIRD PARTY FOR ANY DAMAGES, INCLUDING ANY LOST PROFITS, LOST SAVINGS, OR OTHER DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE INTELICAD MOBILE PLATFORM LICENSED MATERIALS, EVEN IF THE ITC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY.

Section 7. Indemnification.

The ITC Member will defend, indemnify and hold harmless the ITC from and against any and all claims, losses, harm, costs, liabilities, damages and expenses (including, but not limited

to, reasonable attorneys' fees) arising out of or in connection with the ITC Member's exercise of the rights granted under Section 1.1 (including, without limitation, the use, publishing, distribution, sublicensing or implementation of the IntelliCAD Mobile Platform License Materials), or any act, omission, fault, negligence, strict liability or product liability of the ITC Member, or anyone acting by, through, under or on behalf of the ITC Member. To the fullest extent permitted by applicable law, this section will apply regardless of any act, omission, negligence, or strict liability of the ITC.

Section 8. Miscellaneous.

8.1 Notices.

Any notices required or permitted to be given or made under this Agreement will be in writing. Such notices will be deemed to be duly given on the earlier of (a) actual receipt, irrespective of whether communicated in person, by telephonic facsimile, telegraph, teletype, electronic mail or other form of wire or wireless communication, or by mail or private carrier or other method in which the writing is to be read by the recipient, or (b) on the fifth day after mailing by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

If to the ITC Member

At the address, telephone and facsimile numbers set forth below.

If to the ITC

The IntelliCAD Technology Consortium
10260 SW Greenburg Road, Suite 400
Portland, OR 97223

Either the ITC or the ITC Member may from time to time change its address for notification purposes by giving the other party written notice of the new address and the date upon which it will become effective.

8.2 Independent contractor.

Each party is an independent contractor (and not a partner, agent, franchisor or franchisee) of the other in the performance of its obligations or the exercise of its rights under this Agreement. This Agreement will not be interpreted or construed as creating or evidencing a partnership, agency or franchise between the parties or as imposing any partnership, agency or franchise obligation or liability on either party. Without limitation of the foregoing, the ITC Member will not make any representation or warranty, enter in to any agreement or commitment, incur any obligation or liability, or take any other action in the name of or otherwise on behalf of the ITC.

8.3 Assignment.

Each party will be entitled to assign its rights and obligations under this Agreement to any affiliated corporation or other business entity and to any successor, by sale, merger or other business combination to all or substantially all of its business and assets, provided the successor assumes all obligations of such party under this Agreement and agrees in writing to be bound hereby.

8.4 Nonwaiver.

No delay or omission by any party hereto to exercise any right or power under this Agreement will impair such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants to be performed by the other or any breach thereof will not be construed as a waiver of any succeeding breach thereof or of any other covenant herein contained.

8.5 Dispute Resolution.

All disputes, controversies, claims, and defenses arising out of, relating to, or involving this Agreement, whether involving theories of tort, contract, or violation of statutory laws ("Claims") are subject to the following provisions:

8.5.1 Arbitration.

Except as to actions, suits, or proceedings commenced or maintained by persons not parties hereto, any party may elect to have any Claim be determined by binding arbitration. The election will be made by written notice. Unless the parties otherwise agree in writing, the arbitration will be conducted in Portland, Oregon before a single arbitrator and in accordance with the commercial arbitration rules of the Arbitration Service of Portland, Inc. If the parties are unable to agree on an arbitrator within 14 days of an election to arbitrate, the arbitrator will be appointed in accordance with the procedures set forth in ORS Chapter 36. The arbitrator will issue an award within 30 days of conclusion of the hearing. The award of the arbitrator will be final and binding. Judgment on any arbitration award may be entered in any court with jurisdiction.

8.5.2 Provisional Remedies.

If a party elects to have any Claims determined by arbitration, any provisional remedy issued prior thereto may remain in effect until such time as an arbitrator is selected or appointed and has assumed to determine the Claim. Thereafter the arbitrator may issue, continue, or terminate provisional relief or may permit a party to pursue provisional relief in court.

8.5.3 Applicable Law; Jurisdiction and Venue.

This Agreement will be interpreted, construed and enforced in all respects in accordance with the laws of the State of Oregon without reference to its choice of law rules. All actions or suits by a party will be brought and maintained in Portland, Oregon. Each party consents to personal jurisdiction in Oregon and waives any right to seek a change of venue.

8.5.4 Costs and Attorney Fees.

The prevailing party in a judicial action, suit or arbitration proceeding will be awarded all reasonable costs, attorneys' fees and expenses incurred in connection with the proceeding and on any appeal except that the costs and fees of the arbitrator will be shared equally.

8.6 UCC.

The rights and obligations of the parties under this Agreement will not be governed by the provisions of the 1980 U.N. Convention on Contract for the International Sale of Goods; rather, these rights and obligations will be governed by the laws of the State of Oregon, U.S.A., including its applicable provisions of the Uniform Commercial Code.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the date indicated below as being accepted on behalf of the ITC.

Member: _____

By: _____

Title: _____

Print Name: _____

Date: _____

Address: _____

Telephone: _____

Facsimile: _____

Website: _____

Executive Management Contact Email:

**Agreed and Accepted on behalf of:
The IntelliCAD Technology Consortium**

By: _____

Officer: _____

Print Name: _____

Date: _____

EXHIBIT A

IntelliCAD Mobile Platform

The IntelliCAD Mobile Platform consists of the source code, texture files, example files, and documentation files commonly known as the IntelliCAD Mobile Platform as developed, licensed and delivered by CAD Manufacturing Solutions, Inc. to the ITC and by the ITC to ITC Member, provided that in no event will the IntelliCAD Mobile Platform include any components or content not owned or licensable by CAD Manufacturing Solutions, Inc., the ITC or their successor(s). The term “IntelliCAD Mobile Platform” refers to a unique version suitable to run over the up-to-date Android Operating System version and includes any corrections, bug fixes, enhancements, updates or other modifications delivered to ITC Member during the term of this Agreement.