

## **PICTOREX ARTISAN 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 certain ARTISAN Rendering software (“ARTISAN”) from Pictorex Ltd. (“PICTOREX”), a United Kingdom limited company with its principal place of business at The Workstation, 15 Paternoster Row, Sheffield S12BX, UK to develop the IntelliCAD ARTISAN Bridge software (“BRIDGE”)

C. The ITC Member desires to utilize the BRIDGE and ARTISAN software for use and distribution with the IntelliCAD licensed software platform.

### **AGREEMENT**

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

1. The ITC shall work with PICTOREX to develop and maintain the BRIDGE software that connects IntelliCAD to ARTISAN.
2. The ITC Member shall pay to the ITC an annual license fee of \$500.00 USD for use of the BRIDGE and ARTISAN software.
3. Before the ITC will provide or make the BRIDGE and ARTISAN software available to ITC Member, the ITC Member must execute PICTOREX’s ARTISAN for IntelliCAD Product Distribution Agreement as set forth in Exhibit A.
4. The ITC Member shall be bound by all terms and conditions set forth in PICTOREX’s Product Distribution Agreement.

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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**  
**(PICTOREX ARTISAN Distribution Agreement)**



## **ARTISAN for IntelliCAD**

### **ITC SIG Member License Agreement (USD)**

**PARTIES :**

- (1) **“PICTOREX”** : PICTOREX LIMITED, an English Company with its principal place of business at The Workstation, 15 Paternoster Row, Sheffield S1 2BX, UK
  
- (2) **“the Member”** :

On **1<sup>st</sup> August 2015** the **“Effective Date”**

## **1. Grant of Licence**

1.1 PICTOREX hereby grants to the Member a non-exclusive, non-transferable licence to copy and to sub-licence 'ARTISAN for IntelliCAD™' ("ARTISAN") to include with Member's Intellicad-based products.

1.2 The Member represents and warrants that it shall not:

- 1.2.1 make any representation or warranty regarding ARTISAN to any third party other than that authorized in writing by PICTOREX
- 1.2.2 reverse compile the whole or any part of ARTISAN from object code into source code;
- 1.2.3 do or fail to do any act or thing which may in any way adversely affect the good will or reputation of PICTOREX.

## **2. Membership Fee**

2.1 As at the Effective Date, and on each anniversary of this date, the Member shall pay an Annual fee of \$4,500. The Member will receive the Installer for ARTISAN and the connection ('Bridge') to IntelliCAD directly from the IntelliCAD Technology Consortium (ITC) and will be free to distribute this package with their IntelliCAD-based products worldwide with no per-copy royalty.

2.2 All invoices shall be paid by the Member within thirty (30) days of the date of invoice.

2.3 All amounts payable by the Member to PICTOREX are payable without any deduction and are exclusive of any Value Added Tax or any local sales tax or any other applicable tax or duty for which the Member shall be additionally liable.

## **3. Distribution Restrictions**

ARTISAN must be bundled with the Member's IntelliCAD-based product and cannot be sold as a standalone product or component. The Member shall not be permitted to supply ARTISAN to an end-user of an IntelliCAD-based product where that copy of the IntelliCAD-based product was created by an IntelliCAD Technology Member not entered into a valid SIG Member License Agreement with PICTOREX.

## **4. Property and Confidentiality**

4.1 ARTISAN contains confidential information and intellectual property rights owned by PICTOREX.

4.2 The Member shall :

- 4.2.1 keep all matters relating to ARTISAN confidential and limit access to those of its employees who either have a need to know or who are engaged in the use of ARTISAN;
- 4.2.2 without prejudice to the foregoing, take all such other steps as shall from time to time be in the reasonable opinion of PICTOREX necessary to protect the confidential information and intellectual property rights of PICTOREX in ARTISAN and the Member shall take all such steps as shall be in the reasonable opinion of PICTOREX necessary to ensure compliance by the Member's employees with the provisions of this Clause.

4.3 Each of the parties undertakes to be bound by the terms of the Mutual Confidentiality and Non-Disclosure Agreement as detailed in Schedule 1 below.

## **5. Warranty**

5.1 PICTOREX warrants that its title to and property in ARTISAN is free and unencumbered, and that it has the right, power and authority to licence the same upon the terms and conditions of this Agreement; and the normal operation, possession or use of ARTISAN by the Member or its end users will not result in an intellectual property infringement.

## **6. Limitation of Liability**

6.1 PICTOREX shall not be liable to the Member in respect of any event of default for loss of profits, goodwill, or any type of special indirect or consequential loss (including loss or damage suffered by the Member as a result of an action brought by a third party) even if such loss was reasonably foreseeable, or PICTOREX had been advised of the possibility of the Member incurring the same.

## **7. Intellectual Property Rights Indemnity**

- 7.1 PICTOREX will indemnify and hold harmless the Member against any damages (including costs) that may be awarded or agreed to be paid to any third party in respect of an intellectual property infringement.
- 7.2 The provisions set out in this Clause shall not apply if the Member, its employees or end users have in any way misused ARTISAN or modified, altered or changed it without the express prior written approval of PICTOREX.
- 7.3 The Member hereby indemnifies, and holds harmless, PICTOREX from and against any and all claims, actions, liabilities, costs and demands including reasonable Attorneys fees arising with respect to ARTISAN with the sole exception of those matters for which PICTOREX bears responsibilities in accordance with this Clause.

## **8. Term and Termination**

- 8.1 The initial term of this Agreement is one year starting from the Effective Date. This Agreement shall automatically renew for one year term thereafter, until terminated by either party with 30 days prior notice unless otherwise terminated as follows:
  - 8.1.1 By PICTOREX, upon thirty (30) days written notice;
  - 8.1.2 By PICTOREX immediately upon notice if Member breaches any provision of this Agreement;
  - 8.1.3 There is an instituted bankruptcy or insolvency proceeding against Member, which is not vacated within sixty (60) days from the date of filing;
  - 8.1.4 Member institutes a voluntary bankruptcy or insolvency proceeding, or otherwise is insolvency;
  - 8.1.5 Member makes an assignment of all or part of its assets for the benefit of creditors.
- 8.2 Any fees outstanding at the expiration or termination of this Agreement shall remain due until they are settled in full.

## **9. Force Majeure**

Neither party shall be responsible for failure or delay in performance of its obligations under this Agreement by reason of fire, flood, riot, strikes, labour disputes, acts of God or of the public enemy, war or civil disturbances, any future laws, rules, regulations, or acts of any government affecting either party that would delay or prohibit performance hereunder, or any cause beyond the reasonable control of such party.

## **10. Waiver**

The waiver by either party of a breach or default of any of the provisions of this Agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions, nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other party, except as otherwise provided in this Agreement.

## **11. Notices**

All notices may be sent by email, fax, or express mail to the email address, fax number, or address most recently provided and will be effective upon transmission.

## **12. Invalidity and Severability**

If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of this Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The parties hereby agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the objectives of the invalid or unenforceable provision.

## **13. Assignment**

The Member shall not be entitled to assign this Agreement nor any of its rights or obligations hereunder.

## **14. Entire Agreement**

This Agreement constitutes the entire understanding and agreement between PICTOREX and the Member relating to the subject matter herein and supersedes all previous oral and written agreements or communications between PICTOREX and the Member.

**15. Law**

This Agreement shall be governed by and construed in accordance with English law.

SIGNED by : \_\_\_\_\_

Name : \_\_\_\_\_ Clive Davies \_\_\_\_\_

Title : \_\_\_\_\_ Managing Director \_\_\_\_\_

an authorised representative of **PICTOREX**

SIGNED by : \_\_\_\_\_

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

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

an authorised representative of **The Member**

**Schedule 1**

**Mutual Confidentiality and Non-Disclosure Agreement**

This Mutual Confidentiality and Non-Disclosure Agreement ("NDA") is made effective as of the Effective Date by and between PICTOREX and the Member to assure the protection and preservation of the confidential and proprietary information to be disclosed between the parties in accordance with this NDA.

- 1. Confidential Information Disclosure.** "Confidential Information" shall include, without limitation, any trade secret, information, process, technique, algorithm, computer program (source and object code), design, drawing, formula or test data relating to any research project, work in progress, future development, engineering, manufacturing, marketing, servicing, financing or personnel matter relating to the disclosing party, its past, present or future products, sales, suppliers, clients, customers, employees, investors, inventors, or business, whether in oral, written, graphic, electronic or other form. All Confidential Information disclosed shall be identified as such by the disclosing party, either verbally or in writing.
- 2. Obligations of Recipient.** The recipient shall not disclose the Confidential Information to anyone other than those of its own employees, professional advisors and agents with a need to know without the prior written approval of the disclosing party and shall maintain the Confidential Information with at least the same degree of care that the recipient uses to protect its own similar categories of confidential and proprietary information, but no less than a reasonable degree of care under the circumstances. Recipient agrees to accept Confidential Information solely in connection with recipient's business discussions with the disclosing party or the subject matter contemplated in the development licence agreement. Recipient agrees not to use Confidential Information for its own or any third party's benefit without the prior written approval of an authorized representative of the disclosing party. Recipient's obligations with respect to the Confidential Information shall expire seventy (70) years after the date of its disclosure to the recipient.
- 3. Termination of Obligations of Confidentiality.** The recipient shall not be liable for disclosure of Confidential Information that is (a) in the public domain other than by a breach of this NDA by the recipient; (b) rightfully received by the recipient from a third party without any obligation of confidentiality; (c) rightfully known by the recipient without restriction on disclosure; (d) independently developed by employees of recipient; or (e) generally made available to third parties by disclosing party without restriction on disclosure.
- 4. Ownership of Confidential Information.** All Confidential Information and any Derivatives thereof, remains the property of the disclosing party and no licence or other rights to Confidential Information is granted or implied hereby. For the purposes of this NDA, "Derivatives" shall mean: (i) for copyrightable or copyrighted material, any translation, abridgement, revision of other form in which an existing work may be recast, transformed or adapted; (ii) for patentable or patented material, any improvement thereon; and (iii) for material which is protected by trade secret, and new material derived from such existing trade secret material, including new material which may be protected by copyright, patent and/or trade secret.
- 5. Entire Agreement and Governing Law.** This NDA constitutes the entire agreement with respect to the Confidential Information disclosed herein and supercedes all prior or contemporaneous oral or written agreements concerning such Confidential Information.. This NDA may not be amended except by the written agreement signed by an authorised representative of both parties. This NDA will be governed by and construed in accordance with the laws of England.



**Schedule 2**

**Member Contact Person Details**

**Part 1: Partnership Contact Person**

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

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

email : \_\_\_\_\_

**Part 2: Accounts Contact Person**

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

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

email : \_\_\_\_\_