

Vectorworks, Inc. Software Developer's Kit License Agreement

NOTICE TO USER: VECTORWORKS PROVIDES THE SDK SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS LICENSE AGREEMENT AND ON THE CONDITION THAT YOU ACCEPT AND COMPLY WITH THEM. PLEASE READ THIS LICENSE AGREEMENT CAREFULLY. BY USING ALL OR ANY PORTION OF THE SDK YOU (A) ACCEPT ALL THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT, INCLUDING, IN PARTICULAR THE LIMITATIONS ON: USE CONTAINED IN SECTIONS 2, 3 AND 4; WARRANTY IN SECTION 7; AND LIABILITY IN SECTION 8., AND (B) REPRESENT AND WARRANT THAT: (I) YOU ARE OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (II) IF YOU ARE ACTING ON BEHALF OF A CORPORATION, GOVERNMENTAL ORGANIZATION, OR OTHER LEGAL ENTITY, YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS LICENSE AGREEMENT ON BEHALF OF SUCH ENTITY AND BIND SUCH ENTITY TO ITS TERMS. YOU AGREE THAT THIS LICENSE AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, VECTORWORKS WILL NOT AND DOES NOT LICENSE THE SDK TO YOU AND YOU MUST NOT USE THE SDK. IF YOU ACQUIRED THE SDK ON TANGIBLE MEDIA (FOR EXAMPLE, DVD-ROM) WITHOUT AN OPPORTUNITY TO REVIEW THIS LICENSE, AND YOU DO NOT ACCEPT THIS LICENSE AGREEMENT, YOU MAY NOT USE THE SDK.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, NO LICENSE IS GRANTED (WHETHER EXPRESSLY, BY IMPLICATION, OR OTHERWISE) UNDER THIS AGREEMENT, AND THIS AGREEMENT EXPRESSLY EXCLUDES ANY RIGHT CONCERNING ANY SDK THAT YOU DID NOT ACQUIRE LAWFULLY OR THAT IS NOT A LEGITIMATE, AUTHORIZED COPY OF THE SDK.

1. Definitions

"Agreement" or "License Agreement" means this agreement.

"Derivative Works" means: (a) any work based upon one or more pre-existing works, including, but is not limited to, a revision, enhancement, modification, translation, abridgement, condensation, expansion, extension or any other form in which such pre-existing works may be published, recast, transformed or adapted, and that if prepared without the authorization of the owner of the copyright to such pre-existing works, would constitute a copyright infringement; or (b) any compilation that incorporates such pre-existing works. For purposes of this Agreement, "Derivative Works" does not include any Developer Programs that are developed and distributed in accordance with this terms and conditions of this License Agreement.

"Developer," "You," and "Your" refer to any person or entity accessing or using the SDK, or any component thereof.

"Developer Programs" means Your application programs that are designed to function with Vectorworks Software products.

"Documentation" means explanatory materials supplied with the SDK or made available online on Vectorworks public web pages related to the SDK.

"End User License Agreement" means an end user license agreement between You and Your customers that provides a (a) limited, nonexclusive right to use the subject Developer Program with no further right to reproduce (except for archival and/or backup copies permitted by law) and/or distribute the subject Developer Program, (b) prohibition against distributing, selling, sublicensing, renting, loaning or leasing the subject Developer Program, (c) prohibition against reverse engineering, decompiling, disassembling or otherwise attempting to discover the source code of the subject Developer Program that is substantially similar to that set forth in Section 3 below, (d) statement that You and your suppliers retain all right, title and interest in the subject Developer Program that is substantially similar to that set forth as Section 5 below, (e) statement that Your suppliers disclaim all warranties, conditions, representations or terms with respect to the subject Developer Program substantially similar to the disclaimer set forth as Section 8 below, and (f) limit of liability substantially similar to that set forth as Section 9 below for the benefit of Your suppliers.





"Header File Information" means any header files (*.h files) supplied in connection with the SDK, including without limitation any related information detailing contents of header files.

"Redistributable Code" means certain object code files designated in the Documentation as "Redistributable Code."

"SDK" means all of the contents of the files, DVD-ROM(s) or other media with which this License Agreement is provided, including but not limited to (a) Sample Code, (b) Header File Information, (c) Redistributable Code, (d) Documentation, and (e) any upgrades, modified versions, updates, and/or additions thereto, if any, provided to You by Vectorworks, Inc.

"Sample Code" means sample software in source code format designated in the Documentation as "Sample Code."

"Vectorworks" means Vectorworks, Inc., a Maryland corporation, with a mailing address at 7150 Riverwood Drive, Columbia, MD 21046 USA.

"Vectorworks Software" means the generally commercially available versions of Vectorworks software: Fundamentals, Architect, Landmark, Spotlight, and Designer.

2. License

Subject to the terms and conditions of this License Agreement, Vectorworks grants You a limited, non-exclusive, non-transferable, royalty-free license to (a) use the SDK for the sole purpose of internally developing Developer Programs, (b) reproduce and modify Sample Code as a component of Developer Programs that add significant and primary functionality to the Sample Code, (c) reproduce Redistributable Code solely as a component of Developer Programs that add significant and primary functionality to the Redistributable Code and (d) distribute Sample Code and/or Redistributable Code in object code form only as a component of Developer Programs that add significant and primary functionality to the Sample Code and/or Redistributable Code. All distribution of Developer Programs using or containing any element of the SDK must be in accordance with Section 7 of this License Agreement. Any modified or merged portion of the Sample Code, and/or merged portion of the Redistributable Code, IS subject to this License Agreement. Use of Vectorworks Software and/or any other Vectorworks application program is subject to the applicable end user license agreement for such application software even if such Vectorworks Software is supplied to You in connection with this License Agreement. You may make a limited number of copies of the Documentation to be used by Your employees or consultants for internal development purposes only and not for general business purposes or for distribution by any means, and such employees or consultants shall be subject to and comply at all times with this License Agreement. You may distribute Vectorworks Software with Your Developer Programs only under separate license from Vectorworks.

Vectorworks is under no obligation to provide any support under this License Agreement, including upgrades or future versions of the SDK, Vectorworks Software and/or any component thereof, to Developer, end users, or to any other party. Further developer support, software licensing, trademark licensing and trademark usage information is available through www.vectorworks.net.

The SDK may include software, content, data, or other materials, including related documentation, that are owned by persons other than Vectorworks and that are provided to You on licensee terms that are in addition to and/or different from those contained in this Agreement ("Third-Party Licenses"). A list of all materials, if any, included in the Software and provided under Third-Party Licenses can be found [LOCATION] and the applicable Third-Party Licenses are accessible via links therefrom. You are bound by and shall comply with all Third-Party Licenses. Any breach by You of any Third-Party License is also a breach of this Agreement.

3. **Restrictions**

Except for the limited distribution rights as provided in Section 2 above with respect to Sample Code and Redistributable Code, You may not distribute, sell, sublicense, rent, loan, or lease the SDK, Vectorworks Software, and/or any component thereof to any third party. You also agree not to add or delete any program files that would modify the functionality and/or appearance of Vectorworks Software and/or any component thereof. You agree not to reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the SDK, Vectorworks Software and/or any component





thereof except to the extent (a) you may be expressly permitted to decompile under applicable law, (b) it is essential to do so in order to achieve operability of the SDK or Vectorworks Software with another software program, and (c) you have first requested Vectorworks to provide the information necessary to achieve such operability and Vectorworks has not made such information available. Vectorworks has the right to impose reasonable conditions and to request a reasonable fee before providing such information. Any information supplied by Vectorworks or obtained by you, as permitted hereunder, may only be used by you for the purpose described herein and may not be disclosed to any third party or used to create any software which is substantially similar to the expression of the SDK and/or Vectorworks Software.

In addition, You agree that You will not use the SDK to do any of the following: (a) remove the menu item that calls up the "About Screen" in any Vectorworks Software product, other product incorporating Vectorworks Software under valid license from Vectorworks, or any component thereof; (b) alter, obscure or cause not to appear the "Splash Screen" dialog that displays while the program is launching; (c) create or develop any program or software that exposes and/or discloses Header File Information; or (d) develop any software which is able to operate without the presence of Vectorworks Software.

4. Confidential Information

All information concerning or embedded in the SDK (including but not limited to source code, object code and documentation) is confidential and the property of Vectorworks or its suppliers and shall be considered Vectorworks' confidential information ("Confidential Information"), regardless of whether it is marked as such. You shall take all reasonable steps to safeguard the SDK so as to ensure that no unauthorized person shall have access to it, and that no persons authorized to have access shall make any unauthorized copy. You shall promptly report to Vectorworks any unauthorized disclosure or any unauthorized use of any element of the SDK of which you become aware and shall take such further steps as may reasonably be requested by Vectorworks to prevent unauthorized use thereof. Without limiting the generality of the foregoing, You agree not to disseminate or in any way disclose Confidential Information to any person, firm or business except for Your employees who need to know such Confidential Information and who have previously agreed to be bound by a confidentiality obligation consistent with the obligation set forth in this Section 4. Further, You agree to treat the Confidential Information with the same degree of care as You accord to Your own confidential information, but in any event no less than reasonable care.

5. **Proprietary Rights**

The SDK is licensed and not sold. You agree that Vectorworks or its suppliers own all proprietary rights including, without limitation, any patent, copyright, trade secret, trademark, and other proprietary rights in and to the SDK and all elements thereof, including any Derivative Works thereof regardless of the source of development. To the extent that any Derivative Works of the SDK or any element thereof are developed. You hereby (a) agree that the intellectual property rights to such derivative works are automatically vested in Vectorworks and may be used by Vectorworks without limitation and without any obligation to You; (b) irrevocably transfer and assign, and agree to transfer and assign, to Vectorworks all intellectual property rights, moral rights, title and interest throughout the world in and to any such Derivative Works; (c) agree and forever waive any right to assert any claim contrary to (a) or (b); and (d) agree to take all steps necessary to fulfil the requirements as set forth in this Section 5 for any such Derivative Works whether developed by You or any third party under Your direction. You agree to protect Vectorworks' copyright and other ownership interests in all elements of the SDK. You agree that all copies of items in the SDK reproduced for any reason by You will contain the same copyright, trademark, and other proprietary notices as appropriate and appear on or in the original items delivered by Vectorworks in the SDK. Except as stated herein, this License Agreement does not grant You any rights to patents, copyrights, trade secrets, trademarks, or any other rights in respect to the items in the SDK. You may voluntarily, from time to time, provide suggestions, techniques, know-how, comments, feedback or other input to Vectorworks with respect to Vectorworks Software or the SDK (collectively, "Feedback"). Vectorworks will be free to use, disclose, reproduce, license or otherwise distribute and exploit all Feedback as it sees fit, without obligation or restriction based on intellectual property rights, confidentiality or otherwise. You will not give any Feedback that is subject to license terms or restrictions that purport to require any software, documentation, service or product incorporating or derived from such Feedback, or any Vectorworks intellectual property, to be licensed or otherwise shared with You or any third party. For the avoidance of doubt, this paragraph does not grant to Vectorworks any intellectual property rights in Your preexisting technology.





6. Term

This License Agreement is effective until terminated as described herein or by mutual agreement of You and Vectorworks. Vectorworks has the right to terminate Your License immediately if You fail to comply with any term of this License Agreement without any prior notice to You. You may terminate this License Agreement at any time by ceasing all use of the SDK and notifying Vectorworks in writing. Upon any termination, You must (a) discontinue use and return all full and partial copies of the items in the SDK immediately to Vectorworks and (b) discontinue distribution of any Sample Code and/or Redistributable Code. Sections 1, 3, 4, 5, 6, 8, 9, 10, 11, 12, 13 and 14 shall survive any termination and/or expiration of this License Agreement.

7. Distribution of Developer Programs and Provision of Samples

If You distribute Developer Programs to a third party, You must have returned a signed license agreement to Vectorworks and received a countersigned copy from Vectorworks prior to distribution. You also agree to provide Vectorworks with one copy of each Developer Program developed with the SDK within four (4) weeks of the initial distribution, in the full product packaging as sold to customers with a license for use, for the purpose of monitoring Developer's compliance with the terms of this agreement. Developer Programs used ONLY by You are not subject to this requirement. Samples and the signed license agreement should be sent to Vectorworks, Inc., Chief Technology Officer, 7150 Riverwood Drive Columbia, MD 21046 USA. All distribution of any Developer Programs to third parties must comply with the following: (a) You shall distribute such object code under the terms and conditions of an End User License Agreement, (b) You shall include a copyright notice reflecting the copyright ownership of Developer in such Developer Programs, (c) You shall be solely responsible to Your customers for any update or support obligation or other liability which may arise from such distribution, (d) You shall not make any statements that Your Developer Product is "certified," or that its performance is guaranteed, by Vectorworks, and (e) You shall not use Vectorworks' name or trademarks to market Your Developer Product without written permission of Vectorworks.

8. **Disclaimer of Warranty**

THE SDK IS PROVIDED TO YOU "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, VECTORWORKS, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SDK, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, VECTORWORKS PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE SDK WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. Some jurisdictions do not allow the exclusion of certain warranties so some or all of the above limitations may not apply to You. You may have rights that vary from jurisdiction to jurisdiction.

9. **Limitation of Liability**

IN NO EVENT WILL VECTORWORKS OR ITS SUPPLIERS BE LIABLE TO YOU FOR ANY DAMAGES, CLAIMS OR COSTS WHATSOEVER ARISING FROM OR RELATED TO THIS LICENSE AGREEMENT AND/OR YOUR USE OF THE SDK OR ANY COMPONENT THEREOF, INCLUDING WITHOUT LIMITATION ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR SPECIAL DAMAGES, OR ANY LOSS OF PROFITS, BUSINESS, REVENUE, DATA OR GOODWILL, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, EVEN IF A VECTORWORKS REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS OR FOR ANY CLAIM BY ANY THIRD PARTY. THE FOREGOING LIMITATIONS AND EXCLUSIONS APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN YOUR JURISDICTION. VECTORWORKS' AGGREGATE LIABILITY AND THAT OF ITS SUPPLIERS UNDER OR IN CONNECTION WITH THIS LICENSE AGREEMENT SHALL BE LIMITED TO FIFTY U.S. DOLLARS (\$50.00). THIS SECTION 9 APPLIES REGARDLESS OF HOW THE LIABILITY AROSE OR THE THEORY OF LIABILITY, INCLUDING WITHOUT LIMITATION CONTRACT, TORT (INCLUDING PRODUCTS LIABILITY, STRICT LIABILITY, NEGLIGENCE AND MISREPRESENTATION) OR OTHERWISE. IN NO EVENT WILL VECTORWORKS HAVE ANY LIABILITY TO YOU OR YOUR CUSTOMERS UNDER ANY THEORY OF LIABILITY WITH REGARD TO ANY DEVELOPER PRODUCTS DEVELOPED OR DISTRIBUTED BY OR ON BEHALF OF YOU. Nothing contained in this License Agreement limits





Vectorworks' liability to You in the event of death or personal injury resulting from Vectorworks' negligence or fraud. Vectorworks is acting on behalf of its suppliers for the purpose of disclaiming, excluding and/or limiting obligations, warranties and liability as provided in this License Agreement, but in no other respects and for no other purpose.

10. Indemnification

You agree to defend, indemnify, and hold Vectorworks and its affiliates and its and their suppliers, directors, officers, employees, independent contractors, and agents (each, a "Vectorworks Indemnified Party") harmless from and against any and all claims, losses, liabilities, damages, expenses, and costs (including, without limitation, attorneys' fees and court costs) incurred by a Vectorworks Indemnified Party as a result of: (a) the development, use or distribution of Developer Programs, including any claim that a Developer Program infringes the copyright, patent, trademark, trade secret or other intellectual property or proprietary right of any third party; or (b) Your breach of this License Agreement. You shall permit, but may not require, Vectorworks to participate in the defense of any claim covered by this Section 10 with counsel of its choice and at its expense. You shall not settle any claim covered by this Section 10 without Vectorworks' prior written consent, which shall not be unreasonably withheld or delayed.

11. Export Controls

The SDK may be subject to US export control laws, including the Export Control Reform Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the SDK or any component thereof (including Sample Code and/or Redistributable Code including with any Developer Program) to, or make the SDK or any component thereof accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. The Licensee shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the SDK or any component thereof available outside the US.

12. US Government Rights

The SDK is commercial computer software, as such term is defined in 48 C.F.R. §2.101. Accordingly, if You represent the US Government or any contractor therefor, You shall receive only those rights with respect to the SDK as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other US Government licensees and their contractors.

13. Governing Law; Jurisdiction

All matters arising out of or relating to this License Agreement shall be governed by and construed in accordance with the internal laws of the State of Maryland without giving effect to any choice or conflict of law provision or rule. You and Vectorworks acknowledge and agree that the United Nations Convention on Contracts for the International Sale of Goods, and the Uniform Computer Information Transactions Act as enacted by any State, will not apply to this Agreement. Any legal suit, action, or proceeding arising out of or relating to this License Agreement or the transactions contemplated hereby shall be instituted in the US District Court for the District of Maryland or the courts of the State of Maryland, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such legal suit, action, or proceeding. Service of process, summons, notice, or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action, or other proceeding brought in any such court.

14. General

You may not assign Your rights or obligations granted under this License Agreement without the prior written consent of Vectorworks. None of the provisions of this License Agreement shall be deemed to have been waived by any act or acquiescence on the part of Vectorworks, its agents, or employees, but only by an instrument in writing signed by an authorized signatory of Vectorworks. It is expressly agreed that a breach of Section 3, 4 or 5 of this License Agreement will cause irreparable harm to Vectorworks and that a remedy at law will be inadequate. Therefore, in addition to any and all remedies available at law, Vectorworks will be entitled to seek an injunction or other equitable remedies in all legal proceedings in the event of any threatened or actual violation thereof. When conflicting language exists between this License Agreement and any other agreement included in this SDK this License Agreement shall supersede. If either Vectorworks or Developer employs attorneys to enforce any rights arising out of or relating to this License Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees. You acknowledge that You have read this License Agreement, understand it, and that it is





the complete and exclusive statement of Your agreement with Vectorworks which supersedes any prior agreement, oral or written, between Vectorworks and You with respect to the licensing to You of this SDK. No variation of the terms of this License Agreement will be enforceable against Vectorworks unless Vectorworks gives its express consent in a writing signed by an authorized signatory of Vectorworks. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this License Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this License Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

[Signature Page Follows]





Please fill out the section below if you plan to distribute SDK-derived programs outside of your company. Please return it to the following address:

Vectorworks, Inc. Chief Technology Officer 7150 Riverwood Drive Columbia, MD 21046 USA

I agree to all terms and conditions set forth in the VECTORWORKS, Inc. ("Vectorworks") SOFTWARE DEVELOPER'S KIT ("SDK") LICENSE AGREEMENT for the products listed below.

<u>LICENSEE</u>	<u>VECTORWORKS, INC.</u>
Signature:	Signature:
Name:	Name:
Title:	Title:
Company:	Date:
Date:	
PRODUCTS	
Product Name:	
Brief Product Description (in English):	
Product Name:	
Brief Product Description (in English):	
Product Name:	
Brief Product Description (in English):	

