

Nemetschek Vectorworks, Inc.

7150 Riverwood Drive • Columbia, MD 21046
T 410-290-5114 • F 443-445-6976
contracts@VectorworksServiceSelect.net • www.vectorworks.net

Reseller Name: (for company use only)

Reseller:

Contact:

Dates: (for company use only)

Effective Date:

Renewal Date:

Rates: (for company use only)

The Initial Period Rate and Renewal Annual Rate listed below are calculated based on the Covered Software identified in this Agreement and are subject to any subsequent changes to this list.

Initial Period Rate:

Renewal Annual Rate:

Licenses Covered:

The licenses covered by this agreement are listed below.

Product	License

Customer Contact Information:

Agreement#: _____ Issue#: _____

Name: _____

Address 1: _____

Address 2: _____

City, State: _____

Postal Code: _____

Country: _____

Telephone: _____

Fax: _____

email: _____

Contract Manager:

Name: _____

Telephone: _____

email: _____

Payment Method:

By signing below, Customer authorizes the Company to automatically process payment for all fees associated with this Agreement through the method checked below. Payment will be processed within 30 days of renewal date.

Signature: Required for all payment options.

Date: _____

Credit Card

Name on Card _____

Account Number _____

Card Type _____

Expiration Date _____

Security Code _____

Company Check - Purchase Order and prior approval required

P.O. # _____

Date: _____

Terms: Net 30

EFT - Electronic Funds Transfer

Bank Name _____

Routing # (exactly 9 digits) _____

Account # _____

SIGN HERE

If required, see attached for additional licenses.

Signatures: By signing below, Customer and the Company agree to be bound by this Agreement including the terms and conditions.

Customer's Firm: _____

Provider: _____

Contract Manager's Name: (please print) _____

Date: _____

Authorizing Partner's Name: (please print) _____

Date: _____

Signature: _____

Date: _____

Signature: _____

Date: _____

SIGN HERE



This Software Support Agreement (the "Agreement") is made between Nemetschek Vectorworks, Inc. (the "Company," "we" or "us") and the customer named above ("Customer" or "you") as of the Effective Date as stated on the cover of this Agreement. This Agreement describes the terms and conditions under which we will provide you with certain support services relating to the software products listed above (the "Covered Software"). The Covered Software is licensed to you under one or more separate End User License Agreements ("EULAs") between you and us and not under this Agreement.

1. Services. During the Term of this Agreement, subject to your payment of all fees described herein and your compliance with the terms and conditions of this Agreement, we will provide you with the following services (which we may modify or discontinue from time to time) (the "Services"):

a. Software Updates. We will make available to you, updates, patches, and "bug-fixes" for the Covered Software ("Updates and Upgrades") from time to time, when we make such Updates and Upgrades generally available to other licensees. One copy of each Update and Upgrade will be made available to you for each license covered by this Agreement. The scope and frequency of Updates and Upgrades being made available will remain the discretion of the Company. All Updates and Upgrades will be considered part of the software covered by the applicable EULA.

b. Portal and Knowledge Base. We will maintain a web site, which is called the "Portal" in this Agreement, from which you will be able to obtain access certain Services. The Portal may only be accessed by Customer employees authorized to access the Services ("Authorized Users") using login credentials supplied by us. Login credentials will be supplied by the end of the first three business days of the month following the Effective Date. The Portal will include a Knowledge Base containing information related to the use of the Covered Software.

c. Priority Phone Support. We will maintain one or more telephone numbers for your use in obtaining technical support for the Covered Products. Priority Phone Support will be available during Company's normal business hours, which are 9:00am to 5:30pm Eastern Standard Time.

d. Instructional Seminars. From time to time we may provide instructional seminars about the Covered Software via webcast (a "Webinar"). All Authorized Users will be permitted to attend Webinars. We may also provide in-person-instructional seminars about the Covered Software (a "Workshop"). One Authorized User per license of the Covered Software will be permitted to use Discount Vouchers to attend available Workshops. (See item "f" for the description of Discount Vouchers). The scope and frequency of Webinars and Workshops being made available will remain the discretion of the Company.

e. Dongle Replacement. If your Dongle for Covered Software is stolen or damaged by a fire or natural disaster that is beyond your control, we will replace it, but only if you provide us with a report from the appropriate local law enforcement agency documenting the theft or damage. The Dongle Replacement Service cannot be used more than once every two years.

f. Discount Vouchers. We may offer you Discount Vouchers from time to time, enabling you to purchase products and services from us at discount prices. We make no representations as to the number, frequency, or type of Discount Vouchers that may be offered.

2. Term. This Agreement will be in effect from the Effective Date until the Renewal Date and will renew automatically (subject to conditions specified below) on the Renewal Date, and on each subsequent anniversary of the Renewal Date, for a 12-month period (an "Agreement Year"; the time period between the Effective Date and the termination of this Agreement is the "Term"). The Agreement will renew automatically unless terminated sooner by us, or unless either you or we notify the other in writing before the Deadline stating that this Agreement will not be renewed. The "Deadline" is the later of (i) 90 days prior to the first day of the next Agreement Year; or (ii) 30 days after we send you written notice of an increase in the Fee. This Agreement will terminate automatically if you violate any part of this Agreement.

3. Licenses Covered. All licenses owned by you for Nemetschek software must be included in the Covered Software unless we agree otherwise in writing. If you purchase additional licenses in the future, the licenses must be added to this Agreement at the time of purchase.

4. Fees. For the first period (from the Effective Date until the Renewal Date), you will pay us the "Initial Period Rate," as stated on the cover page of this Agreement, when this Agreement is signed by you. For each subsequent Agreement Year, you will pay us the Renewal Annual Rate, subject to increase as described below (in each case, the "Fee") prior to the first day of such Agreement Year. We will automatically process for payment according to the payment method indicated above, the Fee for each subsequent Agreement Year on or about the first day of such Agreement Year. We may change the Fee during the course of this Agreement by providing you with advance written notice of the change, and all such changes to Fees will be effective on the first day of the next Agreement Year following our notice. The Fee for a license added during an Agreement Year will be the then-current Fee for that product, pro rated for the number of months remaining in that Agreement Year. The Fee for any licenses added during an Agreement Year will automatically be added to any subsequent Renewal Annual Fees. Fees are exclusive of VAT or any other applicable taxes which will be added where applicable.

5. Terms of Access. You shall abide by all terms and conditions, terms of service and other policies that we may publish in the Portal from time to time (all of which are incorporated by reference into this Agreement). You, your employees, and all Authorized Users shall maintain as confidential (i) all login credentials provided by us and (ii) all software, articles, Webinar recordings, training materials, descriptions of training exercises and other Portal content (collectively, "Content"). You shall designate a "Contract Manager" who will be your primary contact person for matters related to this Agreement, and who shall be responsible for providing and updating (as necessary), on your behalf, all information requested by us through the Portal. You shall designate one or more "Tech Support Liaisons" from among the Authorized Users. You may assign one Tech Support Liaison for every three software licenses covered by this Agreement up to a maximum of three Tech Support Liaisons. All requests for technical support through Priority Phone Support must be submitted by a Tech Support Liaison.

6. Intellectual Property. With respect to all Content you submit or make available for inclusion in the Services ("Customer Content"), you grant Nemetschek Vectorworks, Inc., and the Company a worldwide, royalty-free, perpetual, non-exclusive license to use such Content in any media and for any purpose, unless Nemetschek Vectorworks, Inc., and the Company expressly agree otherwise in writing. You acknowledge and agree that Nemetschek Vectorworks, Inc., and/or the Company owns all right, title and interest in and to all Content other than Customer Content. For avoidance of doubt, Vectorworks files you submit to us for the purpose of obtaining technical assistance are not considered "Content" or "Customer Content," and no ownership or license rights are granted in them (except to the extent necessary for us to provide the technical assistance you request).

7. Transferability. You may not assign, license, sell, lend, rent, lease or otherwise transfer this Agreement, or any portion thereof, without written permission from the Company.

8. No Warranties; Limit of Liability. To the maximum extent permitted by law, the Services are provided "as is" without any warranty of any kind, either express or implied. You are solely responsible for all work product created using the Covered Software. IN NO EVENT WILL THE COMPANY'S AGGREGATE LIABILITY WITH RESPECT TO ALL CLAIMS ARISING FROM OR RELATED TO THE SERVICES, IN CONTRACT, TORT OR OTHERWISE EXCEED THE CONSIDERATION PAID BY THE CUSTOMER TO THE COMPANY UNDER THIS AGREEMENT. IN NO EVENT WILL THE COMPANY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR INCIDENTAL DAMAGES, LOSS OF GOODWILL OR BUSINESS PROFITS, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.

9. Miscellaneous. This Agreement shall be governed by and construed in accordance with Maryland law. Any disputes or claims arising out of or in connection with this Agreement or its subject matter or formation shall be subject to the exclusive jurisdiction of the courts of Maryland. This Agreement constitutes the entire agreement, and supersedes any prior agreement, between you and the Company regarding its subject matter. Except as otherwise provided herein, no modification of this Agreement shall be effective unless made in writing and signed by you and us. If any provision of this Agreement is determined to be unenforceable, then such provision shall be deemed to be modified or restricted as necessary to make it enforceable, and in any event, the other provisions of this Agreement shall be unaffected.

