OPEN DESIGN ALLIANCE
SUSTAINING MEMBERSHIP AGREEMENT

This Sustaining Membership Agreement (this "Agreement") is made and entered into by and between Open Design Alliance, an Arizona nonprofit corporation (the "ODA"), and the person or entity indicated on the signature page of this Agreement (the "Sustaining Member").

RECITALS

A.   The ODA provides its members with access to tools, software, and technology for developing computer aided design and technical graphics applications (the "Membership Benefits").

B.   Sustaining Member desires to become a member of the ODA and to obtain the Membership Benefits on the terms and conditions set forth in this Agreement.

C.   The ODA is willing to admit Sustaining Member as a member of the ODA and to provide Sustaining Member with the Membership Benefits on the terms and conditions set forth in this Agreement.

AGREEMENT

Accordingly, the ODA and Sustaining Member agree as follows:

1.   Membership Rules and Policies.   Sustaining Member has reviewed the current Membership Rules and Policies posted on www.opendesign.com, understands its duties and obligations associated with membership in the ODA, and agrees to comply with such Membership Rules and Policies. The ODA reserves the right, at its sole discretion, to change, modify or otherwise alter the Membership Rules and Policies at any time in accordance with Section 10. Sustaining Member agrees to keep current its address and other contact information provided to the ODA so that Sustaining Member can receive prompt notice of any such modification(s). Unless otherwise specified, the term "Agreement" includes this Agreement and the Membership Rules and Policies, which are incorporated into and made a part of this Agreement as fully as if they were set forth herein. Capitalized terms that are not defined herein shall have the meanings specified in Section 1 of the Membership Rules and Policies.

2.   Sustaining Membership Benefits; Limited License Grant; Use of Development Tools, Documentation.

2.1   Limited License.

2.1.1   Grant. Promptly after the Effective Date and after Sustaining Member's payment of any and all applicable fees, dues and assessments posted on www.opendesign.com (as such fees, dues and assessments may be changed by the ODA from time to time), the ODA will furnish to Sustaining Member a copy of the Development Tools and Documentation. Subject to the terms and conditions of this Agreement, the ODA hereby grants Sustaining Member and Sustaining Member accepts, a limited, nonexclusive, royalty-free Object Code license for the term of this Agreement:

(a)   to use and modify the Development Tools and Documentation for Sustaining Member's internal business operations;

(b)   to use and modify the Development Tools and Documentation for creating, modifying or supporting Member Applications and other Derivative Works;

(c)   as part of any Member Application to use, manufacture, reproduce, have reproduced, sublicense, market and distribute (directly, indirectly or through online and subscription services) the Development Tools and Documentation in Object Code form only;

(d)   to disclose the Development Tools (in Object Code form only) and the Documentation to Sustaining Member's contractors for the limited purpose of developing Member Applications under contract with Sustaining Member, provided that such disclosure is made pursuant to a written agreement with terms and conditions substantially the same as, but no less restrictive than, those in this Agreement that protects the Development Tools and Documentation from further disclosure or use and that requires the contractor to destroy the Development Tools and Documentation, and remove them from contractor's systems, upon termination of that agreement or of Sustaining Member's Membership in the ODA; and

(e)   to use and reproduce the Marks in connection with Sustaining Member's marketing, distribution and licensing of products containing or derived from the Development Tools, subject to those guidelines and restrictions on use which the ODA may adopt from time to time including, but not limited to, the Trademark Guidelines posted on www.opendesign.com. Sustaining Member acknowledges that the ODA is the owner of all rights in and to the Marks and that use of the Marks by Sustaining Member is on behalf of and inures to the benefit of the ODA.

2.1.2   Limitations.   Sustaining Member acknowledges that the Member Applications must have significant value add over the contents of the Development Tools, and that the Development Tools are not intended to be distributed on a stand-alone basis or as part of a software development kit or comparable product that is substantially similar to the Development Tools. The Development Tools are owned by the ODA and its suppliers. The ODA reserves all rights in the Development Tools and Documentation other than those expressly granted in Section 2.1.1. Without limiting the generality of the foregoing, except as specifically permitted under Section 2.1.3, Sustaining Member will not distribute, disclose or sublicense any copy of the Development Tools in Object Code form to any third party, including any parent, subsidiary or affiliate of Sustaining Member or any division, business unit or location (other than the single location submitted as part of Sustaining Member's Membership Application, as may be subsequently changed by notice to the ODA), except for those involved in the development of Sustaining Member's Teigha-based Application. In addition, Sustaining Member will not export or reexport the Development Tools in violation of any law,

regulation, order or other governmental requirement (including, without limitation, the U.S. Export Administration Act, regulations of the Department of Commerce and other export controls of the U.S.).

2.1.3   Sublicense Agreements. Sustaining Member may sublicense its Member Application(s) to Distribution Entities. Sustaining Member may not grant any license rights to the Development Tools or Documentation to any Distribution Entity, or sublicense the Development Tools or Documentation on a standalone basis, but only as part of a Member Application and pursuant to a written sublicense agreement. The terms and conditions of any such sublicense agreement shall (i) contain provisions that protect the ODA's rights under this Agreement (including, without limitation, the ODA's right, title, and interest in the Development Tools, Member Applications and Documentation), and (ii) be materially consistent with Sustaining Member's obligations, responsibilities, and restrictions set forth in this Agreement. No other sublicense rights are granted.

2.2   Support.

2.2.1   Sustaining Member Support.   The ODA will provide Sustaining Member with support as set forth in the Membership Rules and Policies.

2.2.2   Customer Support. Sustaining Member shall be solely responsible for providing customer support and follow-up service and advice to its Distribution Entities and any End Users with respect to the Development Tools, Derivative Works or any Member Application.   The ODA shall have no obligation to provide customer or technical support to any Distribution Entity or End User under this Agreement or otherwise.

2.3   Marks. In accordance with the Membership Rules and Policies, Sustaining Member may include the Marks on Sustaining Member's product packaging and marketing materials.

2.4   Term; Termination; Dissolution; Merger.   The term of this Agreement commences on the Effective Date (defined below) and shall remain in full force and effect until terminated in accordance with the following provisions:

2.4.1   Termination by Sustaining Member. Sustaining Member may terminate its Membership in the ODA and its obligations under this Agreement, effective ten (10) days following receipt by the President of the ODA of written notice from Sustaining Member of its election to terminate; provided, however, that such termination will not relieve Sustaining Member of any liabilities or obligations incurred prior to the effective date of termination.

2.4.2   Termination by ODA. In addition to any other rights and remedies that may be available to the ODA, whether at law, in equity, as set forth in the Membership Rules and Policies, or otherwise, the ODA may terminate this Agreement and Sustaining Member's Membership in the ODA if Sustaining Member fails to adhere to any Membership Rules and Policies or any other rules approved by the ODA, breaches any material provision of this Agreement, or fails to pay any dues or other amounts payable to

the ODA within thirty (30) days of the invoice date, and further fails to remedy such nonperformance, noncompliance or nonpayment within thirty (30) days following receipt of notice from the ODA.

      2.4.3   Dissolution or Merger. Sustaining Member's membership in the ODA, and the rights and licenses granted Sustaining Member hereunder, automatically terminate, without notice, upon the merger or voluntary or involuntary dissolution of the ODA.

      2.4.4   Effect of Termination. Except as provided in the articles or bylaws of the ODA, upon termination of Sustaining Member's Membership in the ODA for any reason, this Agreement and all rights granted to Sustaining Member hereunder will immediately terminate and be of no further force or effect. At its sole cost, Sustaining Member must (i) destroy the Development Tools and Documentation; (ii) remove them from its system immediately upon termination; and (iii) certify such destruction and removal to the ODA within ten (10) days of the effective date of termination. Immediately upon termination by the ODA or, if Sustaining Member terminates this Agreement, then within ninety (90) days from the effective date of termination (the "Transition Period"), Sustaining Member and its Distribution Entities (if any) must withdraw all inventories (if any) of Member Applications containing Development Tools and Documentation. Any inventory remaining after the Transition Period must be destroyed at Sustaining Member's sole cost; and Sustaining Member shall certify such withdrawal and destruction within ten (10) days of the termination or the end of the Transition Period, as applicable.

      2.5   License from Sustaining Member to ODA. Sustaining Member acknowledges that the intent of the ODA is to promote open and industry-standard formats for the exchange of CAD data by obtaining and sharing information and knowledge regarding the same. Accordingly, Sustaining Member will disclose and deliver to the ODA, in Source Code form, all bug fixes in the Development Tools and Documentation, Enhancements and Modifications it obtains, discovers, or develops. Sustaining Member hereby grants the ODA a nonexclusive, fully paid, irrevocable, royalty-free, worldwide license to: (i) reproduce, distribute, perform, publicly display, and otherwise exploit all bug fixes, Enhancements and Modifications, and to sublicense the foregoing rights (including, without limitation, to other Members of the ODA or any successor thereto); and (ii) include Sustaining Member's name and logo on the ODA website in such place and manner as the ODA shall determine in its reasonable discretion in accordance with any guidelines that Sustaining Member provides to ODA, in writing; provided, however, that, without Sustaining Member's prior written consent, the ODA may not use Sustaining Member's name or logo anywhere other than the ODA website and for no other purpose.

      2.6   Survival. The provisions of Sections 2.1.2, 2.1.3, 2.2.2, 2.4.4, 3, 4, 5, 6, 8, 9, 10, 11 and 12 shall survive the expiration or termination of this Agreement.

3.   Representations and Warranties of Sustaining Member. Sustaining Member represents and warrants to the ODA as follows:

3.1   Principal Office. The principal office of the Sustaining Member is at the address set forth on the signature page of this Agreement.

3.2   Authority. This Agreement constitutes the legal, valid, and binding obligation of Sustaining Member, enforceable against Sustaining Member in accordance with its terms. Sustaining Member has the absolute and unrestricted right, power, authority and capacity to execute and deliver this Agreement and to perform its obligations hereunder.

3.3   No Infringement. To Sustaining Member's knowledge, Modifications, Enhancements, and any Derivative Works developed by or for Sustaining Member, do not and will not infringe, misappropriate or otherwise violate any third party copyright, trademark, patent, trade secret or other intellectual property right of any kind.

4.   Indemnification. Sustaining Member hereby releases and will defend, indemnify and hold harmless the ODA and all other past, present or future Members for, from and against any and all claims, losses, damages, liens, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees) related to, arising out of, or in connection with:

> (a)   Sustaining Member's use of the Development Tools and Documentation;

> (b)   Any sale or other distribution of any of the Development Tools, Documentation, Derivative Works or any Member Application by or through Sustaining Member, directly or indirectly; and

> (c)   Any breach of the representations and warranties set forth in Section 3.

This Section 4 will apply to the fullest extent permitted by applicable law, regardless of the fault, negligence or strict liability of the ODA. ODA will promptly notify Sustaining Member of any claim or action for which ODA is seeking indemnification under this Section 4. If Sustaining Member fails to assume the defense of any actual or threatened action covered by this Section 4 within the earlier of either (i) any deadline established by a third party in a written demand or by a court, or (ii) 30 days of notice of the claim, the ODA may follow such course of action as it reasonably deems necessary to protect its interests and shall be indemnified by Sustaining Member for all costs reasonably incurred in such course of action. For avoidance of doubt, the failure of ODA to provide Sustaining Member with prompt notice of a claim or action as provided in this Section 4 will not excuse Sustaining Member from its indemnification obligation unless Sustaining Member can demonstrate that failure to provide prompt notice adversely affected Sustaining Member's ability to defend the action.

5.   Warranty Disclaimer.

5.1   THE DEVELOPMENT TOOLS AND DOCUMENTATION ARE PROVIDED TO SUSTAINING MEMBER "AS IS" AND WITH ALL BUGS, DEFECTS, ERRORS, DEFICIENCIES AND FAULTS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE ODA HEREBY DISCLAIMS AND SUSTAINING MEMBER HEREBY

WAIVES ANY AND ALL WARRANTIES OF ANY KIND, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IMPLIED WARRANTY ARISING FROM ANY COURSE OF PERFORMANCE OR DEALING OR USAGE OF TRADE, ANY WARRANTY OF NONINFRINGEMENT AND THE IMPLIED WARRANTY OF QUIET ENJOYMENT.

5.2 ANY BUG FIXES THAT SUSTAINING MEMBER PROVIDES TO THE ODA ARE PROVIDED "AS IS" AND WITH ALL BUGS, DEFECTS, ERRORS, DEFICIENCIES AND FAULTS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUSTAINING MEMBER HEREBY DISCLAIMS AND THE ODA HEREBY WAIVES ANY AND ALL WARRANTIES OF ANY KIND, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IMPLIED WARRANTY ARISING FROM ANY COURSE OF PERFORMANCE OR DEALING OR USAGE OF TRADE, ANY WARRANTY OF NONINFRINGEMENT AND THE IMPLIED WARRANTY OF QUIET ENJOYMENT SOLELY WITH RESPECT TO THE BUG FIXES THAT SUSTAINING MEMBER PROVIDES TO THE ODA.

6.   Limitation of Liability.

6.1   Disclaimer Of Damages. IN NO EVENT WILL THE ODA OR ITS OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS, BE LIABLE TO SUSTAINING MEMBER FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER SIMILAR DAMAGES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), STRICT LIABILITY, EQUITY OR OTHERWISE, EVEN IF THE ODA WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING WILL NOT RELIEVE THE ODA OR ANY OF ITS MEMBERS FROM LIABILITY FOR ANY WILLFUL MISCONDUCT OR BREACH OF ANY OBLIGATION OF CONFIDENTIALITY.

6.2   Third-party Beneficiaries. The limitations set forth in this Section 6 will inure to the benefit of all past, present or future Members or agents of the ODA acting at the request or on behalf of the ODA, and their respective officers, directors, employees, attorneys and agents, each being an intended third-party beneficiary of the provisions of this Section 6.

7.   Nonwaiver. No delay or omission by either 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 party 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.   Uniform Laws. This Agreement will not be governed by any codification of Article 2 or 2A of the Uniform Commercial Code, or any codification of the Uniform Computer Information Technology Act (UCITA), or any references to the United Nations Convention on Contracts for the International Sale of Goods. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

9.   No Construction Against Drafter. The parties agree that any principle of construction or rule of law that provides that an agreement shall be construed against the drafter of the agreement in the event of any inconsistency or ambiguity in such agreement shall not apply to the terms and conditions of this Agreement or the Membership Rules and Policies. This Agreement has been prepared and will be construed in the English language.

10.   Modifications and Amendments. This Agreement may not be amended by Sustaining Member except by a written instrument duly executed by an authorized representative of the ODA. This Agreement, including the Membership Rules and Policies, may be modified or amended by the ODA at any time and, following approval by the ODA Board of Directors, such modification(s) or amendment(s) will become effective immediately upon (i) the posting thereof on www.opendesign.com; and (ii) ninety (90) days following the provision of notice thereof to Sustaining Member in accordance with the Membership Rules and Policies unless, within the ninety (90)-day period, Sustaining Member notifies the ODA of its rejection of the modification(s) or amendment(s). If Sustaining Member rejects the modification(s) or amendment(s) in the ninety (90)-day period, Sustaining Member's sole and exclusive remedy shall be to terminate this Agreement no later than twelve (12) months following the renewal date of this Agreement that is the end of the term in which notice of the modification(s) or amendment(s) was given to Sustaining Member. If Sustaining Member fails to notify the ODA of its rejection of the modification(s) or amendment(s) within the ninety (90)-day notice period, Sustaining Member shall be deemed to have accepted the amendment(s) or modification(s) and shall be bound to comply with it or them.

11.   Temporary License of Software. This Agreement provides a temporary license of Software. No Government procurement regulation or contract clauses or provision will be considered a part of any transaction between the parties under this Agreement unless its inclusion is required by statute, or mutually agreed upon in writing by the parties in connection with a specific transaction. The technical data and computer software covered by this license is a "Commercial Item," as that term is defined by the FAR 2.101 (48 C.F.R. 2.101) and is "commercial computer software" and "commercial computer software documentation" as specified under FAR 12.212 (48 C.F.R. 12.212) or DFARS 227.7202 (48 C.F.R. 227.7202), as applicable. This commercial computer software and related documentation is provided to End Users for use by and on behalf of the U.S. Government, with only those rights as are granted to all other End Users under the terms and conditions in this Agreement. Use for or on behalf of the U.S. Government is permitted only if the party acquiring or using this software is properly authorized by an appropriate U.S. Government official. This use by or for the U.S. Government clause is in lieu of, and supersedes, any other FAR, DFARS, or other provision that addresses government rights in the computer software or documentation covered by this Agreement. All copyright licenses granted to the U.S. government are coextensive with the technical data and computer software licenses granted in this Agreement. The U.S. Government will only have the right to reproduce, distribute, perform, display, and prepare Derivative Works as needed to implement those rights.

12.   Entire Agreement. Subject to the ODA articles and bylaws, this Agreement, including the Membership Rules and Policies, sets forth the entire agreement between the Sustaining Member and the ODA, and revokes and supersedes any and all prior written and oral representations and agreements between the parties with respect to its subject matter. Any

attempted or purported amendment, modification or waiver that does not comply with this Agreement will be null and void. In the event of any conflict between the terms and conditions of this Agreement, and the terms and conditions of any other agreement between the parties now in effect relating to Sustaining Member's membership in the ODA, the terms and conditions of this Agreement will govern and control. In the event of any conflict between the provisions of the Membership Rules and Policies and the body of this Agreement, the Membership Rules and Policies will control.

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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 ODA ("Effective Date").

Sustaining Member: _____

Street Address: _____

City, State, Zip: _____

Country: _____

Website/URL: _____

Email: _____

Telephone: _____

Facsimile: _____

By (signature): _____

Title: _____

Print Name: _____

Date: _____

Agreed and Accepted on behalf of:

Open Design Alliance

By: _____

Title: _____

Print Name: _____

Date: _____