

MEMBERSHIP RULES
OF
THE INTELICAD TECHNOLOGY CONSORTIUM
As of September 5, 2024

MEMBERSHIP RULES

Pursuant to the bylaws of The IntelliCAD Technology Consortium (the “Consortium”), the Board of Directors of the Consortium has established and adopted these Membership Rules (which may be amended, revised and supplemented from time to time).

1. Definitions. Whenever used in these Membership Rules, terms with initial letters capitalized shall have the meaning as defined in that certain Consortium Membership Agreement to which the member is a party (hereinafter, the “Membership Agreement”). As used in these Membership Rules, “Member” or “Members” shall mean any member of the Consortium including, but not limited to, Commercial Members or Government Members.

2. Export Compliance. Member will not export or re-export the IntelliCAD Licensed Materials 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 the Department of Treasury and other export controls of the U.S.) (As such may be amended from time to time)

3. No Unauthorized Disclosure. Member shall preserve and protect the IntelliCAD Licensed Materials from unauthorized disclosure or misuse with the same standard of care that Member uses to protect its own proprietary information of a similar nature, but in no event less than reasonable care.

4. No Unauthorized Use or Copies. Member shall not copy, relocate, move, sublicense, rent, timeshare, act as a service bureau, loan and lease or otherwise distribute the IntelliCAD Licensed Materials, except as expressly provided in the Member’s individual Membership Agreement. Member acknowledges that any unauthorized copying or unauthorized use of the IntelliCAD Licensed Materials is a breach of its Membership Agreement and these Membership Rules.

5. No Unauthorized Warranties. Member shall not extend on behalf of the Consortium any written or oral warranty or guarantee, or make any representation or claim, with respect to the IntelliCAD Licensed Materials without the Consortium’s express written consent.

6. No Domain Names. Nothing in these Membership Rules or in the Membership Agreement shall be deemed to grant Member the right to use the Consortium’s name or Marks as a domain name or Universal Resource Locator. Any such use without the prior written consent of the Consortium shall constitute a breach of these Membership Rules and the Member’s Membership Agreement.

7. Membership Rules; Changes. Member agrees that all use of the IntelliCAD Licensed Materials pursuant to the licenses granted in its Membership Agreement shall be in accordance with these Membership Rules as modified from time to time. The Consortium reserves the right to modify these Membership Rules at any time.

8. Web.

8.1 General. The Consortium will link the Consortium Web Site to one page of the Member Web Site. Member will provide to the Consortium color artwork of Member's name and/or logo in the form and on the media specified by the Consortium to be included in the Consortium Web Site to denote the link to the Member Web Site. The placement and prominence of any such link will be in the Consortium's sole discretion. Member shall prominently display the Consortium's name and/or logo on its Member Web Site. Member shall link its Member Web Site to the Consortium Web Site.

8.2 Release. By signing the Membership Agreement, Member releases and discharges the Consortium, and its agents and contractors, from any damages or liability to Member arising out of the placement of Member's name and/or logo in the Consortium Web Site or the failure to do the same, and from any other liability arising out or related to the link between the Consortium Web Site and the Member Web Site.

9. Payment of Dues and Expenses. The fees, dues and assessments payable by Member(s) will be set periodically by the Board of Directors of the Consortium by resolution. All amounts will be due and payable in United States dollar currency within thirty (30) days from the date of invoice. All dues, fees and assessments imposed or levied by the Consortium are nonrefundable and may not be prorated, but credit for such amounts may be transferred or assigned in accordance with the Member's Membership Agreement.

10. Termination and Suspension of Membership or Services.

10.1 General. Member may terminate its membership in the Consortium and its obligations under its Membership Agreement effective thirty (30) days following receipt of written notice by the Board of Directors of the Consortium; provided, however, that such termination will not relieve Member of any liabilities or obligations incurred prior to the effective date of termination. Member's membership automatically terminates upon the voluntary or involuntary dissolution of the Consortium.

10.2 Suspension by Consortium. If Member fails to adhere to any of these Membership Rules, breaches any material provision of its Membership Agreement or fails to pay any dues or other amounts payable to the Consortium, and further fails to remedy such nonperformance, noncompliance or nonpayment within thirty (30) days following receipt of notice from the Consortium, the Consortium may suspend the Membership Agreement with such Member.

10.3 Termination/Fees by Consortium. If Member fails to adhere to any of these Membership Rules, breaches any material provision of its Membership Agreement – including audit and records compliance – or fails to pay any dues or other amounts payable to the Consortium, and further fails to remedy such nonperformance, noncompliance or nonpayment within thirty (30) days following receipt of notice from the Consortium, the Consortium may terminate the Membership Agreement with such Member or assess the Member a reasonable penalty or fee. The ITC may terminate to comply with domestic and international laws or policies.

11. Suggested Retail Price. The suggested retail price (the “SRP”) for the IntelliCAD Licensed Materials, Modifications, or Enhancements may be set periodically by the Board of Directors of the Consortium by resolution. The Consortium reserves the right to modify the SRP at any time. The SRP is for the standard version of IntelliCAD Licensed Materials. Independent of the SRP, Member is allowed to establish pricing for its sale of IntelliCAD Licensed Materials to End Users. Upon request, Member shall notify the Consortium of its IntelliCAD Licensed Materials pricing or any Derivative Works, Modifications, and Enhancements thereto.

12. Code of Conduct. Member is prohibited and agrees, by virtue of its Membership Agreement, that it shall not make or publish any statement (orally or in writing) or instigate, assist or participate in the making or publication of any statement that would or could adversely affect, libel, slander, disparage (whether or not such disparagement legally constitutes libel or slander), or cast in a negative light (a) the IntelliCAD Base Software, the ArchT Software, IntelliCAD Licensed Materials or the Consortium, (b) any of the Consortium’s products, services, affairs or operations, or (c) the reputations of any of their past, present or future directors, officers, or employees, or (d) any Consortium member or member’s IntelliCAD based products.

12.1 No Member Solicitation. Member is prohibited from contacting other Consortium members with the express purpose of soliciting them to leave the Consortium or to use or distribute the member’s IntelliCAD based product as a replacement platform in direct competition with the Consortium. Penalty for violation is equal to the current annual commercial membership fee.

12.1.1 API Libraries. Member shall not release, distribute, or market a version of the Consortium’s API libraries that contains modifications to the supplied APIs. Member further acknowledges that it may release, distribute, or make new APIs in addition to those supplied by the Consortium.

13. Release Dates. The Consortium will set and announce release dates for new versions of IntelliCAD Base Software and/or ArchT Software along with specific lists of new features. Member shall not announce release dates or distribute any Modifications containing new version features without prior written permission from the Consortium. Release of periodic bug updates or patches by Member is allowed.

14. Version Assignations, Member Identification and Software Naming.

14.1 Version Assignations. The Consortium will determine the version assignation(s) for versions of IntelliCAD Base Software and ArchT Software.

14.2 Member Identification. All releases of any programs by Member containing all or any portion of the IntelliCAD Base Software or any other IntelliCAD Licensed Materials shall use the version assignation determined by the Consortium in its discretion. Member shall modify the “_VENDORNAME system variable” in the IntelliCAD source code to reflect its entity names as registered with the Consortium. By way of example: “CADcompany IntelliCAD” or “CADcompany Plumbing”. Member may register one (1) company abbreviation with the

Consortium which may be used in place of the complete company name (for example, “CADCo. IntelliCAD” or “CADCo Plumbing”).

14.3 Naming of IntelliCAD Base Software and Derivative Works. IntelliCAD Base Software and Derivative Works thereof may be named in three different manners:

14.3.1 If Member uses, distributes, or sublicenses the IntelliCAD Base Software alone, it must combine the identifier “IntelliCAD” with the version assignment, as determined by the Consortium, which must be preceded with the name of the Member or the Member Application (for example: “[Member or Member Application] IntelliCAD Version [X.X]”).

14.3.2 If Member uses, distributes, or sublicenses the IntelliCAD Base Software as part of any Member Application, it must use the term “Powered by IntelliCAD [Version] Technology” combined with the version assignment determined by the Consortium which must be preceded with the name of the Member Application (for example, “[Member Application] Powered by IntelliCAD [X.X] Technology”).

14.3.3 If Member uses, distributes, or sublicenses a Derivative Work of the IntelliCAD Base Software, it must use the term “Based on IntelliCAD Technology” preceded with the name of the Member or the name of the Derivative Work (for example, “[Member or Derivative Work] Based on IntelliCAD Technology”).

15. Proprietary Rights Notices and Legends.

15.1 General Requirements. In addition to the specific requirements regarding proprietary rights notices and legends as more fully set forth in these Membership Rules, Member and all of its Resellers and End Users (as applicable) shall:

15.1.1 respect all copyright, trademark, patent, confidentiality, and all other proprietary rights notices and legends (hereinafter collectively referred to as “**Proprietary Rights Notices**”) of Consortium, its grantors, or any other party, appearing on or in any of the IntelliCAD Licensed Materials;

15.1.2 not alter, conceal from view, or remove any Proprietary Rights Notices of Consortium, its grantors, or any other party, appearing on or in any of the IntelliCAD Licensed Materials; and

15.1.3 include and reproduce all Proprietary Rights Notices of the Consortium, its grantors, and any other party that originally appeared in all IntelliCAD Licensed Materials (including all Proprietary Rights Notices in any Member Application) on

15.1.3.1 all copies or modules of the IntelliCAD Licensed Materials, including as part of any Member Application, and

15.1.3.2 all copies of or excerpts therefrom.

15.2 Notice in Source Code. Without in any way limiting the generality of the foregoing, Member shall assure that all source code versions of IntelliCAD Base Software, and all derivatives of the same created by or on behalf of Member, shall have the following specific Proprietary Rights Notices affixed in a prominent location in the media/code (including, but not limited to, at the beginning and end of all source code and at the beginning of each file in such code):

“© 1999-[year of most recent version] The IntelliCAD Technology Consortium. All Rights Reserved. This program contains confidential and proprietary information of The IntelliCAD Technology Consortium, which is protected by copyright, trade secret, trademark, and other intellectual property rights under the laws of the United States, other nations, and international treaties.”

15.3 Notice on Packaging, Documentation, Marketing and Promotional Literature. Without in any way limiting the generality of the foregoing, Member, shall assure that all packaging containing any IntelliCAD Licensed Materials, all Documentation and all marketing and promotional material of any kind associated with any IntelliCAD Licensed Materials shall contain the following statement:

“IntelliCAD” and the IntelliCAD logo are registered trademarks of The IntelliCAD Technology Consortium in the United States and other countries.”

Member must obtain the prior written consent of the Consortium (which may be withheld for any reason) for any abbreviated versions of the above statement.

15.4 Notices in About Box. Without in any way limiting the generality of the foregoing, Member shall include the following statement, marks, or information as part of product documentation (whether hard copy or electric) in its “about” box, as changed by the Consortium from time to time:

15.4.1 *“© 1999-[year of most recent version] The IntelliCAD Technology Consortium. All Rights Reserved. “IntelliCAD” and the IntelliCAD logo are registered trademarks of The IntelliCAD Technology Consortium in the United States and other countries.”*

“This software is based in part on the work of the Independent JPEG Group. DWG is the native file format for Autodesk® AutoCAD® software and is a trademark of Autodesk, Inc. IntelliCAD Technology Consortium is not affiliated with Autodesk, Inc.”

15.4.2 The IntelliCAD “i” logo mark, if Member uses the software identifier “IntelliCAD”;

15.4.3 The legal and/or business name of the Member; and

15.4.4 The Member’s contact email address, phone number, and/or website

15.4.5 Member must obtain the prior written consent of the Consortium (which may be withheld for any reason) for any abbreviated versions of the above statement.

15.5 Notices in Splash Screen. Without in any way limiting the generality of the foregoing, Member shall include the following statements, marks, or information as part of product documentation (whether hard copy or electric) in its “Splash Screen”:

15.5.1 “*Copyright © 1999-[year of most recent version] The IntelliCAD Technology Consortium. All Rights Reserved.*”;

15.5.2 The version(s) assignment as determined by the Consortium; and

15.5.3 The legal and/or business name of the Member sized to at least eight percent (8%) of the height of the splash screen.

15.6 Language of Notices. All Proprietary Rights Notices required by this Section 15 may be provided in another language, other than English, with prior written consent of the Consortium (which may be withheld for any reason).

15.7 Compliance. To assure compliance with all of the Membership Rules regarding Proprietary Rights Notices as set forth in this Section 15, at Consortium’s reasonable request, Member shall promptly furnish to the Consortium with samples of all such Proprietary Rights Notices contained in any products or programs released by the Member that contain, in whole or in part, any IntelliCAD Licensed Materials and/or Member Application distributed by Member. In the event Consortium, in its sole opinion, determines that Member is not in compliance with the provisions of this Section 15, or Sections 16 or 17 below, or with any other provisions of these Membership Rules or the Membership Agreement, Member shall, within a reasonable time to be determined by Consortium, make all such changes as directed by the Consortium.

16. Trademark Policy.

16.1 Limited License to Use Trademarks. Subject to the terms and conditions of their Membership Agreement and these Membership Rules as they are amended from time to time, Member is granted a nonexclusive, royalty-free license for the term of their Membership Agreement to use and reproduce the following marks in connection with Member’s marketing, distribution and licensing of products containing or derived from the IntelliCAD Base Software and/or ArchT Software: (1) the Powered by IntelliCAD logo; (2) the Based on IntelliCAD log; (3) the Designed for IntelliCAD logo; and (4) the Solutions Development System (SDS).

16.2 Consortium Trademark Guidelines. For purposes of these Membership Rules, the terms “IntelliCAD Trademarks” shall mean all trademarks, service marks, and other trade names owned or controlled by the Consortium, including, but not limited “IntelliCAD,” the IntelliCAD “i” logo mark, “Powered by IntelliCAD,” “Based on IntelliCAD,” “Designed for IntelliCAD,” Solutions Development System (SDS), and “ArchT.” The Consortium’s current Trademark Guidelines are set forth in **Appendix “A”** attached hereto and by this reference incorporated herein (the “IntelliCAD Trademark Guidelines”). The Consortium has the rights, in its sole discretion, to amend the IntelliCAD Trademark Guidelines at any time and from time to time.

16.3 Use of IntelliCAD Trademarks by Members. Any rights granted to a Member to use any IntelliCAD Trademarks are, at all times, subject to Member’s strict compliance

with the IntelliCAD Trademark Guidelines. Without limiting the generality of the foregoing, any use by a Member of any IntelliCAD Trademarks must maintain the quality and performance of such IntelliCAD Trademarks in accordance with the IntelliCAD Trademark Guidelines. Member must supply Consortium with suitable specimens of any and all uses of IntelliCAD Trademarks by Member. Member shall fully correct and remedy any deficiencies in its use of IntelliCAD Trademarks and/or the quality of any IntelliCAD Licensed Materials used in conjunction with the IntelliCAD Trademarks, upon notice from Consortium. Failure to use the IntelliCAD Trademarks in accordance with the IntelliCAD Trademark Guidelines shall constitute a material breach of the Membership Agreement by Member.

17. Internet Domains. Member shall assign to the Consortium any rights it may have in any domain name or Universal Resource Locator (“URL”) containing “IntelliCAD” and/or “ArchT,” or any words, or combination of words, that may be confusingly similar to the same. Any refusal to assign such rights to the Consortium shall constitute a material breach of these Membership Rules and the Member’s Membership Agreement. The Consortium, at the Consortium’s sole discretion, may compensate Members (such compensation to be determined in the sole discretion by Consortium) who have registered such domain names or URLs. Some states and countries may not allow the assignment of domain names or URLs. In such cases, and with written authorization from the Consortium, Members may obtain ownership of such domain names and URLs to hold in favor of the Consortium. Member may not transfer or assign such domain names and URLs to third parties. The Consortium may, in its sole discretion, reimburse Member for registration fees.

18. Product Submittal. Member shall register its software releases at the Consortium web site.

19. Modification/Bug Fixes. As defined in the Membership Agreement, “Modification” includes corrections, bug fixes, or updates. The Consortium may, upon resolution of its Board of Directors, compensate Members and/or other parties for his/her/its Modifications. Further, the Consortium may, upon resolution of its Board of Directors, enter into modification agreements (compensated or otherwise) with Members and/or other parties.

20. Royalties

20.1 Membership Levels. Two levels of Membership are available to all Members: royalty-free and royalty-based, subject to conditions outlined below.

20.1.1 Royalty-free Membership level. Consortium Commercial Members subscribed to this Membership level are not subject to royalty payments on copies they sell, subject to the exclusions in 20.1.1.1. Additionally, the sales of these copies are not subject to any auditing provisions as described in 20.1.2. No further privileges or distinctions are associated with this Membership level. The amount of annual Membership fee is to be reviewed annually by the Consortium Board of Directors.

20.1.1.1 Exclusions to royalty-free Membership level.

Consortium Commercial Members who sell IntelliCAD based software to other entities as OEM copy of IntelliCAD are not covered by royalty-free provision on these OEM sales, and such sales are subject to the same royalty payments and terms as expressed in 20.2.

20.1.2 Royalty-based Membership level. Consortium Commercial Members, not eligible for the royalty-free level or otherwise finding this Membership level as better fitting their business model, are subject to royalty payments as outlined below. The amount of annual Membership fee is to be set by the Consortium's Board of Directors.

20.2 Royalty Payments. Consortium Commercial Members subscribed to royalty-based Membership level pay a royalty on all new copies of software licensed to end users. Royalties are not payable on updates or upgrades of existing IntelliCAD licenses. The royalty amount per copy will be determined for the following year by the Board of Directors prior to the end of the current fiscal year. If the Board makes no decision on the royalties for the following year, then the royalty amount will remain unchanged. Licenses sold or provided free to registered educational institutions will not incur a royalty. Royalty reports will be collected from the Members into a secure account by the Finance Manager, and accrued funds submitted on a quarterly basis as a single total to the Consortium main bank account. Royalties are due 30 days after the end of each quarter. Failure to pay royalties will result in portal access restrictions and eventually a vote for Membership termination by the board of directors. Members will provide royalty reports in a form supplied to the Members similar to the example shown in Appendix "A". Royalty sales tracking starts January 1, 2012 and the first royalty payment report will be due May 1, 2012. Royalties for 2012 are set at ten (\$10) dollars per copy.

20.3 Sales Records. Consortium Commercial Members are required to maintain sales records to confirm the number of licenses sold during the year for the calculation of royalties. These records must be available in the event that the Member is chosen for a sales audit. Sales records must be maintained for 3 years.

20.4 Auditing Provisions. The Consortium intends to audit a minimum of 2 Members per year. One of the two Members will be randomly chosen from the top 10 selling Members each year. Other Members being audited will be chosen randomly from the Members. Audit results will be provided to the officers and the board. The audit results will only include the following information: Pass or Fail. A Member will be reported as fail if the audit finds a difference of more than 5% between the amount submitted by the Member and the audited results. If the Member fails the audit, then the officers and board will be advised as to the amount owing. Members who are audited and are found to be in arrears are required to make payments owing within 30 days of the audit report.

20.5 Year End Totals. Unless excused by the Consortium, within 60 days after the end of each year, Members must provide a total to the Consortium auditors so they can verify the amounts deposited by the Finance Manager on the Member's behalf. Failure to supply royalty report may result in portal access restrictions and eventually a recommendation for Membership termination by the Consortium's Board of Directors.

20.6 Royalty Security Provisions. It is imperative that royalty numbers are not provided to the Consortium officers or board of directors. The royalty numbers will only be seen by neutral parties, typically the Consortium Finance Manager, President, and the Consortium auditors. The royalty funds collected by the Finance Manager will be accrued in a separate, secure account that will be deposited in batch on a quarterly basis into the main Consortium bank account. The Finance Manager will only report the seat total for all Members and the total amount of royalty funds deposited. The Consortium auditors will compare these amounts with the royalty reports sent directly by the Members at the end of each year.

21. System Security Provisions. It is imperative that developers create a secure computing environment on systems that contain the IntelliCAD Licensed Materials. Proper security setup on desktop, and especially laptop machines, can prevent source access should a machine be lost or stolen.

21.1 Password Protect Your Machine – Login and Screensaver. Should your computer be stolen, it will contain all of the IntelliCAD source code and could provide login access to our network or subversion repository. It is critical to password protect your machine for both starting up your machine, and for exiting from your screensaver.

21.2 Activate Lock Screen When You Step Away. Be sure to activate your lock screen when you step away from your machine. You can quickly activate your lock screen with Windows-L or CTRL-ALT-DEL and select the lock option.

21.3 Encrypt Your Hard Drive. Protecting your laptop with a password is not enough to prevent an attacker from accessing your files. If your laptop is stolen, the attacker can remove the hard drive and read the files directly. To prevent this and to protect your data from physical attacks, you should encrypt your hard drive, especially any laptop or mobile device that contains IntelliCAD source code. IntelliCAD source code is typically built on Windows machines, and we recommend enabling Windows BitLocker for your hard drive in the Windows OS.

21.4 Keep your OS Updated. Microsoft is continually working on new patches for security fixes to their operating systems. It's critical to keep your machine updated with the latest hot fixes. You can check to see if your machine needs updates at the Microsoft Windows Update site: www.windowsupdate.com.

21.5 Use Anti-Virus Software. Viruses can reach your computer in many ways, through external drives, CDs, email, web sites, and downloaded files. All need to be checked for viruses each time you use them. In other words, when you insert a USB drive, check it for viruses. When you receive an email, check it for viruses. When you download a file from the Internet, check it for viruses before using it. If you are using anti-virus software like Windows Defender, NOD32, or McAfee Security Center, it will check files like this for you automatically.

21.6 Turn on Find My Device in Windows. For laptop machines we recommend using the Windows Find My Device feature. If you lose or misplace your device, you can log into your Microsoft account and track your device. This feature will not only allow you to track your device, it will also allow you to remotely lock or wipe it.

21.7 Use Strong Passwords. You'll need to create a password for logging onto the portal, CVS, and Bugzilla. Remember that with your login and password anyone can get access to all of the IntelliCAD source code. Although for some time the recommendation was to change your password every 6 months, new security studies confirm that it's more important to create a strong password than to change it often.

21.8 Use a Password Manager. Password management systems use strong encryption to protect password data, and they can help manage all log-ins through a single portal. Simply put: instead of dozens of passwords to remember, you just need one. You should consider using LastPass, KeePass, 1Password or NordPass. Once you have your password manager setup, you should remove stored passwords from your browsers.

22. Membership Warranty Provision

22.1 Warranty Provision. Upon membership subscription, the Consortium may require a Commercial Member to deposit \$2,500 into a Consortium bank account as a warranty provision if they have not done so already. This amount shall be refunded upon Commercial Member's termination only if the Commercial member is in compliance with all IntelliCAD Commercial Membership Agreement Terms and Membership Rules. In this case, a refund shall occur ninety (90) days after the membership termination date.

22.2 Warranty Provisions Scope. The Consortium shall use the warranty provision deposits with the sole and exclusive intent to support legal expenses on IntelliCAD Commercial Membership Agreement Terms and Membership Rules enforcement.

23. Compliance with Laws

23.1 Each Member represents and warrants to the Consortium that, except as disclosed in writing to the Consortium, none of Member or its subsidiaries, affiliates, officers, directors, partners, owners, principals nor to the extent that they may have access to goods or services provided by the Consortium under this Agreement, any employees, contractors, senior managers, or agents acting on behalf of Member, or any of its Resellers and End Users: (i) is ordinarily resident in any country or region subject to comprehensive U.S. economic sanctions administered by the U.S. Department of Treasury, Office of Foreign Assets Control ("OFAC") or any applicable laws of similar substance in any other jurisdiction ("Sanctions Laws"); (ii) appears on any the List of Specially Designated Nationals & Blocked Persons, the Sectoral Sanctions Identifications (SSI) List, or Foreign Sanctions Evaders List maintained by OFAC, or any other applicable list of sanctioned, embargoed, blocked, criminal, or debarred persons maintained by any U.S. or non-U.S. government, the European Union, Interpol, the United Nations, the World Bank, or any other public international organization (collectively, "Prohibited Person List"); (iii) is an entity that is 50% or more owned, individually or in the aggregate, directly or indirectly, by, or is controlled by (including without limitation by virtue of such person being a director or owning voting shares or interests), or acts, directly or indirectly, for or on behalf of, any person or entity on a Prohibited Person List; or (iv) is otherwise the subject of any sanctions, suspensions or embargoes by the U.S. government or any other government or public international organization.

23.2 Further, each Member represents and warrants to the Consortium that, except as disclosed in writing to the Consortium: (i) neither the Member nor any of its subsidiaries, affiliates, officers, directors, partners, owners or principals is located in or ordinarily resident in the Russian Federation, unless Member or individual at issue is a wholly owned subsidiary of one or more companies organized under the laws of the United States or the employee of such an entity; (ii) Member shall not permit access to ITC information technology support services by any employees, contractors or agents located in or ordinarily resident in the Russian Federation; and (iii) Member shall prevent ITC technology and services from being incorporated into Member products or services that are sold to Resellers and/or End Users located in the Russian Federation except to the extent that such products are subject to the retail sale of off-the-shelf software, falling under United Nations' Central Product Classification (CPC) Code 63252, or where the Reseller and/or End User in the Russian Federation is a wholly owned subsidiary of one or more companies organized under the laws of the United States.

23.3 Each Member agrees that if any change of circumstance occurs that would render representations above at 23.1 and 23.2 as untrue during the continuation of the Membership Agreement, including but not limited to any individual or entity described above acquires such an interest, position or title in Member, then Member will promptly notify the Consortium and the Consortium may take such actions as it deems appropriate under the circumstances.

23.4 Each Member further represents and warrants to the Consortium that it has and will ensure its Resellers and End Users, as applicable, have implemented and will maintain controls reasonably designed to prevent the export or re-export of Consortium software in violation of U.S. economic sanctions as well as the use of Consortium goods or services in any way that would violate Sanctions Laws, including under circumstances where access to goods or services provided by the Consortium would be likely to be re-exported to Russia or by using Consortium software to provide IT consultancy and design services, IT support services or cloud-based serviced to any person located in Russia.

23.5 The Consortium takes a zero-tolerance approach to bribery and/or corruption and expects all those who they have dealings with to act in a similar manner. Each Member will take reasonable steps to ensure its Resellers and End Users, as applicable, will comply with laws that prohibit bribery and corruption, including the U.S. Foreign Corrupt Practices Act and have adequate procedures in place to address the risk of bribery and corruption in relation to the Services.

23.6 Each Member agrees that (i) if any change of circumstance occurs that would render representations in this Section untrue during the continuation of the Membership Agreement or (ii) it learns or has reason to know of any (1) material violation or suspected violation of or (2) pending or imminent investigation, litigation or liability pursuant to applicable laws, rules, regulations in relation to the Membership Agreement, then Member will immediately notify the Consortium in writing.

23.7 Each Member represents that, except as disclosed in writing to the Consortium, it is not a government agency nor are any of its subsidiaries or affiliates; and none of its officers, directors, partners, owners or principals holding a greater than 25% interest in the company are government officials. Each Member further agrees that if during the term of the

Membership Agreement, any government official acquires such an interest, position or title in Member, then Member will promptly notify the Consortium and the Consortium may take such actions as it deems appropriate under the circumstances.

23.8 Each Member agrees that if it or any of its subsidiaries or affiliates, officers, directors, partners, owners or principals becomes a government agency or government official, then Member will promptly notify the Consortium in writing.

23.9 Each Member agrees to provide reasonable cooperation in respect of any compliance review or investigation based on reasonable suspicion or allegations indicating potential breach of this Section that may be conducted by the Consortium in relation to the Membership Agreement. Upon notice of an intended review, investigation or audit, Member will, in a reasonable time, unless prohibited by law, make available to Consortium or a third party retained by the Consortium: (i) persons within the control of Member who the Consortium wishes to interview; and (ii) documents and data relating to the issue(s) under review, including, but not limited to, invoices and requests for expense reimbursement, supporting receipts, and any other records relating to the goods or services provided under the Membership Agreement.

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Appendix “A”

The IntelliCAD Trademark Guidelines

Guidelines for use of the IntelliCAD Trademarks (as defined in Section 16.2 above):

- Member may use the IntelliCAD Trademarks solely on advertising, marketing, and collateral materials for the promotion of the IntelliCAD Licensed Materials, and in no other manner or for no other purpose.
- Member’s name and his/her/its mark must appear on any materials where the IntelliCAD Licensed Materials are used.
- The IntelliCAD Trademarks may not be used in any manner that expresses or might imply the Consortium’s affiliation, sponsorship, endorsement, certification, or approval, other than as expressly contemplated by the Membership Agreement or the Membership Rules.
- Member shall not use the IntelliCAD Trademarks in association with any third party trademarks in a manner that might suggest co-branding or otherwise create potential confusion as to source or sponsorship of the IntelliCAD Licensed Materials or ownership of IntelliCAD Trademarks.
- Member may use the IntelliCAD Trademarks only as provided by the Consortium electronically or in hard copy form. Except for size subject to the restrictions herein, the IntelliCAD Trademarks may not be altered in any manner, including proportions, colors, elements, etc., or animated, morphed, or otherwise distorted in perspective or dimensional appearance.
- The IntelliCAD Trademarks may not be combined with any other symbols, including words, logos, icons, graphics, photos, slogans, numbers, other design elements, trade names, business names, domain names, service names, logos, trade dress, or other trademarks.
- The IntelliCAD Trademarks may not be imitated in any of Member’s other materials.
- The IntelliCAD Trademarks may not be used as a design feature in any materials.
- The IntelliCAD Trademarks must stand alone. A minimum amount of empty space must surround the IntelliCAD Trademarks separating it from any other object, such as type, photography, borders, edges, and so on. The required area of empty space around the IntelliCAD Trademarks must be $1/2x$, where x equals the height of the IntelliCAD Trademark.
- The IntelliCAD Trademarks must include the appropriate ® symbol at least at the first and most prominent mention on each visually-distinguishable page of material.
- Each use of the IntelliCAD Trademarks must include the following notice: ***“IntelliCAD” and the IntelliCAD logo are registered trademarks of The IntelliCAD Technology Consortium in the United States and other countries.*”**
- When involving the ArchT Software, each use of the IntelliCAD Trademarks must include the following notice: ***“IntelliCAD”, IntelliCAD logo and “ArchT” are registered trademarks of The IntelliCAD Technology Consortium in the United States and other countries.*”**

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