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Capitalized terms. The following capital letters have the following meaning: (a) Confidential information shall have the meaning of point 5.1. (b) Derivative work has the meaning attributed to it under United States copyright law, Title 17 U.S.C. Sec. 101 et. seq., as the same can be changed from time to time. (c) Intellectual property rights: all or all of the following rights owned by Avatech and all rights in, resulting from or associated with, all world-wide: (i) all Patents and foreign patents and uses thereof, including preliminary applications, and all re-expenditures, departments, renewals, continuations and continuation thereof (Patents); (ii) all rights (excluding patents) in inventions (patentable or not), disclosure of inventions, enhancements, trade secrets, business information, know-how, technology and technical data (Trade secrets); and (iii) all copyrights, copyright registrations and applications thereto and all other rights corresponding to them around the world (Copyrights). (d) Prior Grantee: third parties who have been licensed for or otherwise entitled to the transferred software. (e) software: all computer software, documentation and code, including assemblers, applets, compilers, source code, source code entries, object code, data (including image and sound data), design tools and user interfaces, in any form or format. (f) Third-party software: software that is part of or necessary to assemble the transferred software and which is either not owned by Avatech, to which Avatech is restricted from transferring ownership to Autodesk. (g) transferred intellectual property rights: all intellectual property rights in transferred to the software. (h) transferred software: the well-known software software and related materials as more specifically described in Exhibit A. 1.2 Construction. For the purposes of this Agreement, where the context requires: (a) the singular number shall include the plural, and vice versa; the male sex will include the female and genderless; the female sex comprises the male and genderless; and the gender will include the male and female sexes; (b) any construction rule which has the effect of resolving the ambiguities against the editorial party will not be applied in the construction or interpretation of this Agreement; (c) the words include and include variations thereof shall not be considered as limitation conditions, but shall be deemed to be followed by the words without limitation. (d) unless otherwise specified, all references in this Agreement to sections and exhibitions are intended to refer to parts of this Agreement and exhibitions to this Agreement; and (e) the headings in this Agreement are for the convenience of reference only, are not considered to be part of this Agreement and will not be mentioned in connection with the construction or interpretation of this Agreement. ARTICLE II SOFTWARE TRANSFER AND DELIVERY 2.1 Allocation. Avatech irrevocably grants, assigns and assigns Autodesk to Autodesk, by its implementation, all its globally correct title and interest in and to the transferred software and transferred intellectual property rights, to be held and enjoyed by Autodesk and its successors and allocations. Avatech further irrevocably grants, assigns and assigns Autodesk, admits and assigns to Autodesk, by its implementation, all its worldwide law, title and interest in and to all causes of action and rights of recovery for past infringement or embezzlement of the transferred intellectual property rights, which must be retained and enjoyed by Autodesk and its successors and successors. Autodesk hereby accepts the previous subsidies, transports and assignments. 2.2 Further guarantees. On and after the date of this agreement, Avatech will, free of charge and immediately at the request of Autodesk, as may be requested by Autodesk to implement and perfect the subsidies, transports and orders contained herein, or to enable Autodesk to obtain the full benefits of this agreement and the transactions envisaged. (j) to provide to Autodesk data, carry out and provide data and other documents relating to the transferred intellectual property rights held by Avatech, (k) contracts, licenses, consents, documents or further transfer tools, including without limitation the brief forms contract in Exhibit E, and (iii) take other reasonable actions, other assistance and other documents. Avatech will also assist Autodesk in filing and prosecuting U.S. and foreign patent applications claiming the transferred intellectual property rights at Autodesk's expense. 2.3 Exclusive property. Without the Autodesk has the exclusive right to commercialize, prepare and sell products on the basis of, license, sublicense, derivative works to prepare and otherwise use and operate the transferred software and transferred intellectual property rights. Avatech hereby waives all moral rights, including any right to identification of authorship or restriction in subsequent changes, that Avatech (or its employees, agents or consultants) has or may have in a transferred software or transferred intellectual property rights. 2.4 Power of attorney. Avatech irrevocably designates and appoints Autodesk and its duly authorized officers and agents as its agents and attorneys, in effect, to act on its behalf and instead of Avatech, to make and submit such an application, and to carry out all other legally permitted acts to promote the prosecution and issuance of intellectual property rights provided for with the same legal force and effect as if performed by Avatech. This power of attorney is considered in combination with an interest and is irrevocable. 2.5 Delivery. At the effective date, Avatech delivers to Autodesk: (a) to download the transfer software via FTP (File Transfer Protocol), as more specifically described in Annex A; (b) confirmation for the purchase of software products by electronic transfer, as set out in Annex D; and (c) no copyright contract as set out in Annex E. 2.6. The parties agree that Autodesk does not assume any obligations relating to the transferred software or the transferred intellectual property rights that arose before or on the effective date, regardless of whether such obligations are determined or claimed after the effective date. ARTICLE III PAYMENT TERMS 3.1 Payment conditions. Autodesk will provide cash attention to Avatech. Payments will be made in immediately available funds within twenty-four (24) hours of the expiry date in the account designated by Avatech. 3.2 Payment. At the effective date, Autodesk will pay Avatech One Million and Nine Hundred Thousand Dollars (\$1,900,000.00) for the transferred intellectual property rights and the transferred software (the purchase price). 3.3 Taxes. (a) Payment of taxes. Avatech is solely responsible for paying and reimbursing Autodesk against all applicable federal and state taxes, including any sales, use, excise or transfer taxes and other taxes related to payments to Avatech under this agreement (excluding taxes assessed on Autodesk's net income). The Parties shall cooperate and take all reasonable measures to considered to reduce transactions. (b) Tax covenants after the tax has been closed. (j) In the case of personal income tax (or other similar taxes) that can be attributed to the transferred software, Avatech is responsible for tax returns covering the taxable period the effective date and, subject to point 3.3(b)(ii), Autodesk shall be responsible for the tax returns relating to the taxable period from the date of entry into force. (k) to the extent relevant to the transferred software, each Party shall provide the other Party with the assistance that may reasonably be required in connection with the preparation of a tax return and the conduct of an audit or other investigation by a tax authority or in connection with judicial or administrative proceedings relating to any tax liabilities; and (ii) to retain and provide to the other person any information or information that may be relevant to the preparation of tax returns, or to carry out an audit or investigation, or other tax procedure. Avatech stores all documents, including previous years' tax returns, supporting work schedules and other information or information relating to all applicable tax returns, and does not destroy or dispose of such information for six (6) years after the effective date without Autodesk's prior written consent. ARTICLE IV NON-COMPETE CLAUSE AND EXCLUSIVITY 4.1 COVENANT. Starting at the effective date and then two (2) years, Avatech will not develop product functionality on behalf of any other person or entity that competes with any of the functions or functions of the transferred software. The parties agree that such a covenant is necessary to protect Autodesk's trade secrets in and to the transferred software and the value of Autodesk's investment in the transferred software. 4.2 Separate covenants. The covenants in section 4.1 are understood to be a series of separate covenants, one for each province, city, state and country of geographical scope. If a court in legal proceedings refuses to implement any such separate covenants (or any part thereof), such a nonenforceable covenant (or such a part) will be removed from this Agreement to the extent necessary to implement the remaining separate covenants (or parts thereof). In the event that the provisions of Section 4.1 are deemed to exceed the time or geographical or scope restrictions permitted by the applicable legislation, these provisions shall be reformed to the maximum time, geographical or scope restrictions, as appropriate, permitted by the applicable legislation. ARTICLE V CONFIDENTIAL INFORMATION 5.1 Disclosure. For the purposes of this Agreement, confidential information shall mean all proprietary information, technical data, trade secrets or know-how, including, but not limited to, research, business plans or models, product plans, products, computer software and code, developments, inventions, processes, formulas, technology, designs, drawings, engineering, information on hardware configuration, marketing, finance or other business information provided by Autodesk directly or indirectly in writing, orally or by drawings or inspection of parts or equipment or property of although not supplied by Autodesk. It is clear that all confidential information is and remains the sole property of Autodesk, and Avatech has no interest in that. At Autodesk's request, Avatech will immediately return to Autodesk all this tangible confidential information. 5.2 Exclusions. Without prejudice to paragraph 5.1, confidential information indicates that Avatech was independently developed by Avatech without any use of Autodesk's confidential information or by Avatech employees or other agents (or independent contractors hired by Avatech) who are not exposed to confidential information from Autodesk (provided that this clause does not limit the terms of Article 4); (ii) Avatech is unreservedly disclosed from a source other than Autodesk (or Autodesk Confidential Information) which had the right to disclose it without breach of this Agreement; or (iii) was in the public domain at the time it was disclosed or enters the public domain by no action or omission from Avatech. 5.3 Transferred software. Notwithstanding everything in sections 5.1 and 5.2, the transferred software and any other non-public information about intellectual property rights are considered confidential information from Autodesk. 5.4 Obligation to maintain confidentiality. Avatech may only use Autodesk confidential information to fulfill its obligations to Autodesk in connection with this agreement. Avatech treats as confidential and does not provide confidential third-party information to third parties and does not use this confidential information for its own benefit. Without limiting the foregoing, Avatech will use at least the same level of care it uses to prevent the disclosure of its own confidential information of similar importance, but under no circumstances with less than reasonable care, to prevent the disclosure of confidential information from Autodesk. Avatech further agrees to take all reasonable precautions to prevent unauthorized disclosure or the use of confidential information from Autodesk. 5.5 Confidentiality of the agreement. Each Party agrees that the terms and conditions, but not the existence, of this Agreement are treated as confidential information from Autodesk and that, without Autodesk's prior written consent, no reference to the terms and conditions of this Agreement or to the related activities may be carried out in any form of public or commercial advertising; provided, however, that Avatech is unable to disclose the terms of this agreement: (i) to its counsel; (ii) as required by a court or other public authority; or (iii) as otherwise required by law. 5.6 Remedies. Avatech's unauthorized use of Confidential information will reduce the value of such information. If Avatech breaches its confidentiality or use of confidential information below, Avatech agrees and acknowledges that this is entitled to equitable exemption to protect its interests therefrom, including the legal exemption, as well as to monetary damages. 5.7 Required disclosure. In the event that Avatech considers that it will be coerced, or forced by a court, administrative authority or other government agency to disclose Autodesk's confidential information, it will: (i) notify Autodesk immediately, so that Autodesk takes steps to oppose such disclosure, and (ii) cooperate with Autodesk's reasonable attempts to oppose such disclosure, and (iii) to use its reasonable efforts to obtain a protective order or otherwise prevent unlimited or public disclosure of such information. 5.8 Public announcements. Avatech does not make any announcements about this agreement, except on the prior written consent of Autodesk, which may be granted or withheld at Autodesk's discretion. ARTICLE VI REPRESENTATIONS AND WARRANTIES 6.1 GENERAL. Each Party shall represent and guarantee to the other Party that: (i) that Party has the full right, power and power to enter into this Agreement and to fully fulfill its obligations below; and (ii) the making of this Agreement and the implementation of all its obligations below is not prohibited by or in breach of an agreement between that Party and a third party. 6.2 Guarantee. Avatech represents and guarantees Autodesk that: (a) the transferred software and transferred intellectual property rights do not infringe the intellectual property rights of third parties; (b) Annex C lists all registered intellectual property rights relating to the transferred software. All of these registered intellectual property rights currently comply with formal legal requirements (including the payment of filing, research and maintenance costs and utility documents), are valid and enforceable and are not subject to unpaid maintenance costs or taxes or actions due within 90 (90) days of the effective date. There are no procedures or actions known to Avatech before a court, tribunal (including the United States Patent and Trademark Office or equivalent authority anywhere in the world) regarding such registered intellectual property rights. Avatech has not claimed any status in the application for or registration of registered intellectual property rights that would not apply to Autodesk; (c) Annex F contains a complete, accurate list and description of all third-party software and other third-party technology included in the transferred software; (d) Annex G contains a complete, accurate list and description of all prior grantees; (e) Avatech has no licensed or granted the right to or consent to the retention of exclusive rights to or co-ownership of transferred software; (f) Avatech has not allowed Avatech's rights to have transferred intellectual property rights to expire or enter the public domain; and no open source or or library software, including any version of software licensed under a public GNU license, was used in the development or modification of software that is or has been transferred or incorporated into a transferred software; (g) in any case in which Avatech has obtained transferred software from a person, Avatech has obtained a valid and enforceable contract sufficient to transfer all rights in and to all such transferred software and transferred intellectual property rights (including the right to claim past and future Avatech damages) irrevocably to Avatech; (h) Avatech has no knowledge of facts or circumstances that would render transferred intellectual property rights invalid or unenforceable; (i) no claim, suit, claim, proceeding or investigation of any kind is pending or, as far as Avatech knows, is threatened against Avatech with respect to the transferred software or transferred intellectual property rights, nor is there any reasonable basis. (j) there is no investigation or other procedure or, for Avatech's knowledge, threatened with regard to the transferred software by or for a public authority, nor is there any reasonable basis for this; and there are no judgments and no orders or decrees issued by any government agency, and no other orders or decrees, citations, fines or penalties have so far been reviewed against Avatech, which affect the transferred software under any foreign, federal, state or local law. (k) the transferred software is free and free of liens or charges; (l) Avatech is the exclusive owner of the transferred software and the transferred intellectual property rights; (m) no transferred software or transferred intellectual property rights is subject to any procedure or outstanding decree, order, decision or settlement agreement or provision that in any way restricts Avatech's use, transfer or license or may affect the validity, use or feasibility of such transferred software or transferred intellectual property rights by Autodesk; (n) after the effective date, Autodesk may operate the transferred software to the same extent as Avatech could not have carried out the transactions envisaged by this Agreement without payment of additional amounts or consideration; (o) for Avatech's knowledge that no one infringes or abuses transferred intellectual property rights; and (p) Avatech has taken all steps necessary to protect Avatech's rights in confidential information and trade secrets within the transferred software. Without limiting the foregoing, Avatech has and maintains a policy that obliges every Avatech employee and consultant to provide a property rights allocation and in line with industry standards and all current and former Avatech employees and consultants who are one of the Software has implemented such an agreement whereby the rights of all these employees and consultants in and to the transferred software are assigned to Avatech. 6.3 Warranty Disclaimer. WITH THE EXCEPTION OF THE WARRANTIES PROVIDED FOR IN THIS REGULATION, THE PARTIES SHALL REJECT, EXPRESSLY OR IMPLICITLY, ALL WARRANTIES OF COMMERCIALITY AND SUITABILITY FOR A GIVEN PURPOSE, EXPRESSLY OR IMPLICITLY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED GUARANTEES OF COMMERCIALITY AND SUITABILITY FOR A PARTICULAR PURPOSE. ARTICLE VII COMPENSATION 7.1 Compensation by Avatech. Avatech innocuously reimburses and holds Autodesk and its officers, directors and employees of and against all damages, losses, costs, liabilities and expenses (including reasonable attorneys' fees) as a result of or in connection with a violation or alleged violation that, if true, would be a violation by Avatech of an Avatech representation or warranty set out in Article VI. 7.2 Conditions for compensation. Avatech's obligation to compensate Autodesk under point 7.1 is subject to Autodesk: (i) notify Avatech in writing of a third party's claim; and (ii) provide Avatech with the appropriate and complete information and reasonable assistance to defend and/or settle such a claim or claim. If Autodesk receives a notification of a claim that one of the transferred software or work products such as the one Avatech has provided to Autodesk infringes the intellectual property rights of third parties, or if Autodesk reasonably believes that such a claim may occur, Autodesk informs Avatech. In the case of the foregoing or if Avatech reasonably considers that such a claim may occur, Avatech will, with the written consent of Autodesk, obtain the right to continue to exercise the rights to such transferred software granted to Autodesk under this Agreement; or (ii) provide Autodesk with alternative non-infringing technology with almost equivalent functionality. 7.4 Restrictions. Avatech shall not be liable for any claim or damages to the extent that such modification to the transferred software has been made by a party other than Avatech in the transferred software, if such an infringement would not have occurred, but for such a change; or (ii) a combination of the transferred software by Avatech below with software, hardware or other technology or materials provided by someone other than Avatech, if such a breach or embezzlement would not have occurred, but for such a combination. ARTICLE VIII LIMITATIONS OF LIABILITY ARE UNDER NO CIRCUMSTANCES LIABLE FOR SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGE, WHETHER ON THE GROUNDS OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, WHETHER OR NOT IT HAS BEEN FORESEEABLE AND WHETHER OR NOT IT HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE; HOWEVER, PROVIDED THAT THE ABOVE RESTRICTIONS DO NOT APPLY TO AVATECH'S OBLIGATIONS UNDER ARTICLES V AND VII. LIABILITY FOR LIABILITIES REFERRED TO IN ARTICLE VII SHALL BE LIMITED TO PURCHASE PRICE IX GENERAL 9.1 EXPENSES. Subject to expressly explicit provisions, each Party is solely responsible for its own expenses and expenses (including the fees and fees of its lawyers): (i) made in the negotiation and execution of the envisaged transactions; and (ii) for the preservation and perfecting of the rights granted to that Party, including the costs of document registration, the registration of duties and the payment of public allowances incurred after the date of entry into force. 9.2 No agency. Each Party shall act as an independent contractor in all matters relating to this Agreement. Neither Party has the power, nor does it represent the power to assume or instruct on behalf of the other Party any express or implied obligation, or to represent the other Party as an agent or employee or in any other capacity. The implementation or implementation of this Agreement should not be regarded as an agency, joint venture or partnership. 9.3 Attorney's Fees. Where legal or other legal proceedings relating to this Agreement or the enforcement of a provision of this Agreement are brought against each Party to this Agreement, the party prevailing shall have the right to recover reasonable fees, costs and disbursements of funds for lawyers (in addition to any other exemption to which the ruling Party may be entitled). 9.4 Communications. Any notification or other communication required or permitted to a Party under this Agreement shall be in writing and shall be deemed to be duly delivered, given and received when delivered (by hand, by registered mail, courier or express delivery service or by fax) to the address or telephone number listed under the name of that party (or at any other address or fax number as that lot may have indicated in a written party in a written notice given to the other party): as to Autodesk: Autodesk, Inc. 111 McInnis Parkway San Rafael, California 94903 Attention: General Counsel Phone: (415) 507-5000 Facsimile No.: (405) 507-6126 with a copy to: Autodesk, Inc. 7995 SW Mohawk Tualatin, Oregon 97062 Attn: Vice President, MSD Telephone: (503) 692-4424 Facsimile No.: (503) 692-1630 if to Avatech: Avatech Solutions, Inc. 10715 Red Run Blvd., Suite 101, Owings Mills, Maryland 21117 Attn: General Counsel Tel: (410) 753-1587 Fax: (410) 753-1591 9.5 Administrative Law. THIS AGREEMENT IS GOVERNED IN ALL RESPECTS BY THE LAWS OF THE UNITED STATES OF AMERICA AND THE STATE OF CALIFORNIA, SINCE SUCH LAWS APPLY TO AGREEMENTS CONCLUDED AND WHICH ARE FULLY IMPLEMENTED IN CALIFORNIA BY CALIFORNIA RESIDENTS. 9.6 location. Any judicial or judicial proceedings arising in this area or in respect of these proceedings shall be initiated and the parties hereby agree to the exclusive, personal jurisdiction of the Superior Court of the State of California, County of Marin, or in the United States District Court for the Northern District of California in San Francisco, California. 9.7 9.7 Relief. It is understood and agreed that, despite any other provision of this Agreement, the breach of confidentiality obligations or provisions relating to property rights will cause irreparable damage for which the recovery of monetary damages would be insufficient, and that the other Party therefore has the right to request in good time an injunction to protect the rights of that Party under this Agreement, in addition to all remedies currently available. 9.8 Waiver. No party which does not exercise any power, right, privilege or remedy under this Agreement, and no party exercising any power, right, privilege or remedy shall act as a renunciation of that power, law, privilege or jurisdiction; and shall not exclude any or partial exercise of such power, right, privilege or remedy from any other or further exercise thereof or of any other power, right, privilege or remedy. (a) No Party shall be deemed to have renounced a claim arising from this Agreement, or any jurisdiction, right, privilege or legal action pursuant to this Agreement, unless the remission of that claim, jurisdiction, right, privilege or remedy is expressly set out in a written instrument duly executed and issued on behalf of that Party; and such a derogation shall not apply or have any effect, except in the specific case in which it is granted. 9.9 Mission. Autodesk may allocate all its assets and other acquired rights in its entirety and in whole and in part, provided that the successor agrees in writing to all obligations laid down in this Agreement in the same way as Autodesk. Avatech has no right to assign or transfer this agreement or any of its rights below, without the prior consent of Autodesk, which may be granted or withheld at Autodesk's discretion. Any order in violation of this section 9.9 is nonsensit. 9.10 A.M. If, for any reason, a competent court considers a provision of this Agreement or part thereof to be invalid or unenforceable, that provision of the Agreement shall be permitted at most to implement the intention of the Parties and the remainder of this Agreement shall remain in full force and effect. The Parties agree in good faith to negotiate an enforceable replacement provision for each unenforceable provision which most almost achieves the intention and economic impact of the unenforceable provision. Notwithstanding the foregoing, if a competent court finds that a restriction on a license granted therein is invalid unenforceable, the license subsidies to which such a restriction relates are automatically terminated. 9.11 Full agreement. This Agreement (including the exhibitions accompanying this Agreement) shall include the full understanding of the Parties with regard to the subject matter of this Agreement and shall replace all previous agreements and agreements between the Parties on the subject of this. 9.12 Amendments. This Agreement may not be amended, amended or supplemented, other than by means of a written instrument properly implemented and delivered on behalf of Avatech and Autodesk. 9.13 Counterparty. This agreement may be implemented in counterparts, which, when taken together, constitute a single agreement. IN WITNESS, the Parties, through their duly authorised representatives, have implemented this Agreement as of the effective date. Avatech, Inc. AUTODESK, INC. By: /s/ Christopher D. Olander By: /s/ Carl Bass Name: Christopher D. Olander Name: Carl Bass Title: Executive Vice President Title: COO EXHIBIT A Transferred Software and Delivery TRANSFERRED SOFTWARE: is known as Proof Positive software, a set of applications for checking for conformance of CAD models against defined standards. This includes: • All software code, documentation and specifications related to the Proof Positive for Inventor application • All software code, documentation and specifications related to the Proof Positive Reports application • All software code, documentation and specifications related to the Application for Solidworks prototype effort. • All rights and rights to the above works • All marketing materials relating to the previous Proof Positive for Inventor components are further defined as: • Proof Positive Configurator, an application for configuring the CAD standards that will be enforced. • Proof Positive, an application for Inventor users to test their models to cad standards • Proof Positive Results Browser, an application for users to view the results of testing. • Proof Positive Batch, an application for an administrator to check the conformity of a large number of models in a batch environment. • Prove positive reports, an application for a manager to view charts and reports of aggregated results in a dashboard-style format. The software is more fully described in Exhibit B (Specifications). DELIVERY: On the effective date, Avatech will make the transferred

software and any related documentation or other transferred software available on an agreed secure website for FTP (File Transfer Protocol) to Autodesk's Portland, Oregon, facility. EXHIBIT B Specifications SPECIFICATIONS: Specifications for the transferred software are set out in Annex 1 to Exhibit B EXHIBIT C Registered intellectual property rights PATENTS: AFTER COPYRIGHTS: AFTER OTHER: Trademarks: a. Design plus words, letters and/or numbers – PTO Registration No. Typed Drawing – PTO Registration No. 2839975 EXHIBIT D Affirmation for Software Product Purchase by Electronic Transfer The undersigned affirm the be true: On the 26th day of February 2005, the following software products delivered were to Autodesk, Inc. (Autodesk) Portland, Oregon, by electronic transfer: a. Proof Positive Software as more fully described in the Software Transfer of Agreement between Autodesk and dated 26 January 2005. Electronic transmission via external telecommunications delivery. The software products were transferred to Autodesk via telecommunications or internet download to Autodesk's computer. Autodesk guarantees that, at no time during or after the installation of this software product(s), any Autodesk employee was in possession of any of the computer media used during installation. Autodesk guarantees that Autodesk has no access or access to backup or just in case copies of the installed software. There is no deposit or other possession of a main copy of the purchased software. Confirmed this 26th day of January 2005. (Autodesk employee) (Avatech employee or authorized representative) All parties: Keep a copy of this document for your files. EXHIBIT E Copyright Allocation For good and valuable consideration, the receipt of which is recognized, AVATECH SOLUTIONS, INC., a Delaware company with offices at 10715 Red Run Blvd., Suite 101, Owing Mills, Maryland 21117 USA (hereinafter avatech), grants and awards Autodesk, Inc., located at 111 Mc Innis Parkway, San Rafael, California 94903 (hereinafter called Autodesk) all good, title and interest, around the world, in and under the copyright to have the work entitled Proof Positive and keep the same, to Autodesk. its successors and assigns, for the full duration of all these rights, and any renewals and extensions thereof. This contract is executed on the basis of and is subject to all the terms of the Software Transfer Agreement, between Avatech and Autodesk, dated January 26, 2005. IN WITNESSING IT, I have hereunto the hand and seal this (Signature) NAME (Type of Print) TITLE NAME OF ASSIGNOR State of S.S. County of Before me, 2005 personally appeared: known to me to the person described in and who performed the previous commanding instrument and acknowledged to me that he/she performed the same his/her own free will for the purpose expressed in it. Notary or consular officer of the United States of America expires EXHIBIT F Third Party Software THIRD PARTY SOFTWARE: RogueWave SourcePro verse 4.0 (DLL type) Use: provided cross-platform C++ STL and utilities (has been removed in the upcoming verse of PP Macrovision FLEXim verse 7.2 (DLL type) Use: Offers software license management Software FX Chart FX verse 98 (OCX type) Use: Charting control for PP reports IBM XML4J verse 1.1.9 (JAR type) Use: Open source XML parser Microstar Aelfred verse 1.2 (JAR type) Use: Public domain XML parser Apache Xerces verse 1.4.4.4 (JAR type) Use DOM-like XML parser (supplied as an example; not used directly by the code) Apache Xalan verse 1.4.4 (JAR type) XSLT transformation (as an example; not directly used by the code) Wintertree Software - Sentry Spelling Checker - DLL Provides spell checking capabilities to check the Drawing Spell by default (disabled). (disabled). - 2GIF - EXE Conversion from thumbnail images to GIF for display. EXHIBITION G Prior Grantees PRIOR GRANTEES: None. No.

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