

Contract Number (_____)



GRAPHISOFT NORTH AMERICA, INC.
ARCHIPLUS
SOFTWARE SUBSCRIPTION SERVICE AGREEMENT

This Software Subscription Service Agreement ("Agreement") is entered into between Graphisoft North America, Inc. and

Company: _____ (hereinafter: End User),

Contact: _____

Address: _____

E-mail: _____

Telephone: _____

Fax _____

Graphisoft North America, Inc. and End User agree as follows:

1. Introduction

This Agreement covers all licenses and services of the current software products described in the Appendix of this Agreement ("Software") possessed by the End User. The list of licenses, Hardware Protection Device ("Keyplug") serial numbers, or Software serial numbers – whichever is appropriate for End User's Software – covered by this Agreement are found in the Appendix of this Agreement. Additional licenses purchased in the future will be included in this agreement. This Agreement is non transferable.

2. Services Provided in this Agreement

Benefits and features are subject to change from time to time.

2.1. Software upgrades

The End User will receive all version upgrades of Software for the term of this Agreement.

2.2. Keyplug Insurance

If appropriate for the Software, Graphisoft North America, Inc. will replace a lost or stolen Keyplug with documented serial number, free-of-charge as documented in a police report (if stolen).

The lost or stolen Keyplug will become invalid. If the Keyplug should be recovered, the End User will immediately return the originally stolen, now invalid Keyplug to Graphisoft North America, Inc.

2.3 – Support

Telephone and email support services from the reseller as first line and Graphisoft on an escalated base.

3. Service fee

The Service fee is detailed in the Appendix of this Agreement.

4. Other Conditions

4.1 Validity of the Agreement

This Agreement shall commence on the first day of the month following the purchase date of this Agreement. This Agreement shall continue in effect for one (1) year and thereafter shall automatically renew for successive renewal terms of one (1) year each, until either party elects to terminate this Agreement by giving notice of their intention a minimum of 60 days prior to the expiration of the term (either initial or renewal). Failing this, renewal will be automatic and assumed.

For additional orders of software licenses and associated subscription, the period covered in their first term will be from the date of their order until the Service expiration date of the original order.

4.2 Termination of the Agreement

Graphisoft North America, Inc. may terminate this Agreement by giving written notice of termination to the End User upon the occurrence of any of the following events:

1. End User defaults in the performance of any material requirement or obligation created by this Agreement or the License Agreement, and such default is not resolved within the applicable resolution period;
2. End User fails to make any payment to Graphisoft North America, Inc. within fifteen (15) days of its due date under this Agreement; the Graphisoft North America, Inc. will, in addition to maintaining its claim for payments during the entire period the Agreement is in effect, suspend services until payment is made in full.
3. End User ceases business operations, is the subject of any State or Federal bankruptcy, insolvency, or similar proceeding, becomes insolvent, or makes an assignment for the benefit of creditors or a receiver is appointed for a substantial part of End User's assets, or becomes unable to pay its debts when due.

4.3 Suspension of the Agreement

In case of a delay in payment after thirty (30) days written notice, Graphisoft North America, Inc. will suspend the provision of services to End User until payments are duly made for the whole suspension period. Suspension and reinstatement does not effect the expiration of this agreement.

4.4 Governing Law

Governing Law. This Agreement is made in and shall be governed by the laws of the Commonwealth of Massachusetts, without regard to its choice of law principles.
Entire Agreement. This Agreement and its Attachment constitute the entire agreement between the parties and it replaces and supersedes any prior verbal or written understandings, communications, and representations between the parties.

4.5 Appendix

Products Included: Graphisoft Archicad

Total # of Licenses: _____

Serial/Keyplug #'s of Software : _____

Start Date: _____

First Year Subscription Fee per License: _____

Regular Annual Subscription Fee per License: \$695

Reseller Digital Vision Automation Inc.

Agreed,

Graphisoft North America, Inc.

End User

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Please fill in all contact information on p. 1, as well as # of licenses, keyplug serial number(s), start date and first year subscription fee on p. 3. Then sign as the "end user" and fax the entire form back to Digital Vision:

Southern California: 866/817-1899
Arizona: 480/659-3917