

Agreement

This Agreement was made by and between

GRAPHISOFT R&D Számítástechnikai Fejlesztő Részvénytársaság (in English: GRAPHISOFT R&D Computer Technology Development Corporation)

(1031 Budapest Graphisoft Park 1, Záhony u.)

(“GRAPHISOFT”)

and

CadLine Kft.

(1034 Budapest, Tímár u. 21.)

(“Cadline”)

and

Zoltán Tóth

(1025 Budapest, Zöldkő u. 9/C.)

and

László Lőrinc

(1028 Budapest, Mohar u. 49)

at the undersigned place and time, under the following terms and conditions:

I.

Antecedents

1. Contracting parties ascertain that GRAPHISOFT, as petitioner initiated legal proceedings against Cadline, as respondent due to infringement of copyright and to ascertain the legal consequences on 16th May 2000 in front of the Municipal Court , which case was registered under the case number of 25.G.75611/2000 (“BIGRAPH-case”). In the BIGRAPH-case GRAPHISOFT among others requested from the Court to ascertain that the ArchLINE software marketed by CadLine was elaborated by using the

BIGRAPH software, therefore CadLine infringed the copyright of GRAPHISOFT in relation to the BIGRAPH software and by the injury of GRAPHISOFT's goodwill and by the fall in revenue it caused losses to GRAPHISOFT.

GRAPHISOFT furthermore requested the Court to establish the infraction of the law due unfair market behaviour pursuant to Tvt. 6.§, and to oblige respondent to provide adequate gratification in accordance with the infringement of rights pertaining to persons in their capacity as such; prohibit respondent from further infraction of the law and order to destroy the software created through the infraction of the law.

CadLine contradicted in its counter-petition that it would have applied the BIGRAPH software in any forms for the development of the "ARCHLINE" software, and ascertained that GRAPHISOFT has no legitimacy in action, furthermore ascertained that GRAPHISOFT has no copyright in relation to the BIGRAPH software. CadLine initiated a counter-petition in the BIGRAPH-case on 7th December 2001, and it requested from the Court to ascertain that GRAPHISOFT infringed the goodwill of CadLine. Pursuant to the standpoint of Cadline, GRAPHISOFT by using the fact of this case presented unfair applications to the potential clientele of CadLine. CadLine also ascertained that ArchiCAD, the major product of GRAPHISOFT, shall be considered as a further development of the BIGRAPH software, accordingly GRAPHISOFT violated the previous contracts previously entered into in relation with the BIGRAPH software, and by this caused damages to CadLine. With respect to the above CadLine obliges GRAPHISOFT to make a payment of indemnification in a value of 600.000.000 HUF.

In the BIGRAPH-case CadLine requested the rejection of the petition, and GRAPHISOFT requested the rejection of the counter-petition, and the adoption of its own petition (counter-petition). The assigned expert presented its expert report in relation to the case.

2. Zoltán Tóth and László Lőrincz, as petitioner in virtue of their petition dated on 4th initiated legal proceedings against GRAPHISOFT, respondent in front of the Municipal Court under the case number of 41174/2002 ("ArchiCAD-case).

Zoltán Tóth and László Lőrincz requested in their petition from the Court to ascertain that they are the co-authors of the BIGRAPH software, and the Court shall ascertain that GRAPHISOFT unlawfully utilised the BIGRAPH program creation for the development of the ArchiCAD

software. They requested the Court to oblige GRAPHISOFT to prohibit further infraction of the law and in order to achieve this prohibit GRAPHISOFT to market, copy and use all ArchiCAD program creations, elaborated in an unlawful way and all related program creation based on its source code.

GRAPHISOFT in its counter-petition requested the rejection of the petition of Zoltán Tóth and László Lőrincz, and contradicted that the development of ArchiCAD took place through the BIGRAPH software with respect to the fact that ArchiCAD software was developed in 1984, whilst the BIGRAPH software was developed in 1986. The Court set the date of trial for 14th May 2003 and made its decision about the request for the examination before trial.

II.

Agreement

1. Contracting Parties decided to close the BIGRAPH- and ArchiCAD-cases and hereby declare that they have no further claims against each other.
2. Contracting Parties agree that this Agreement shall be presented to court councils and they shall request the approval of the agreement in virtue of the judge's decision, and they shall waive their right of appeal with respect to the decision approving the Agreement in order to enable the decision to become absolute at the trial. Contracting Parties strive to perform the trial of the two different cases if possible at the same time, upon any restraints they shall commit to make the following declarations set forth by this Agreement.
3. GRAPHISOFT declares that it does not make any claims against CadLine in relation neither to the BIGRAPH software, nor the ArchLINE software nor against the authors of ArchLINE and BIGRAPH software, and hereby irrevocably waives its right to enforce any claims in this respect in the future.
4. CadLine declares that it does not make any claims against GRAPHISOFT in relation neither to the BIGRAPH software, nor the ArchLINE software, and hereby irrevocably waives its right to enforce any claims in this respect in the future.
5. Both Parties ascertain that in relation to the reimbursement of their costs (case fees, expert costs, lawyer costs etc.) arising so far in BIGRAPH-case they shall have no claims against the other Party. GRAPHISOFT shall meet all arising fee costs in relation to the termination of the BIGRAPH-

case (including the costs arising in relation to the termination of the initiated counter-petition).

6. Zoltán Tóth and László Lőrincz declare that they do not make any claims against GRAPHISOFT in relation neither to the BIGRAPH software, nor the ArchLINE software, and hereby irrevocably waive their right to enforce any claims in this respect in the future.
7. GRAPHISOFT on behalf of the authors, indicated by GRAPHISOFT as the authors of the BIGRAPH software (Géza Balogh, Gábor Bojár, Péter Hornung, Attila Laszip, László Sparing, László Szabó, Lóránt Szabó, Gábor István Tari) declare – and at the same time warrants- that the above persons do not make any claims against CadLine in relation neither to the BIGRAPH software, nor the ArchLINE software, nor the authors of the ArchLINE software and hereby irrevocably waive their right to enforce any claims in this respect in the future.
8. Both Parties ascertain that in relation to the reimbursement of their costs (case fees, expert costs, lawyer costs) arising so far in ArchiCAD-case they shall have no claims against the other Party. Zoltán Tóth and László Lőrincz shall meet all arising fee costs in relation to the termination of the ArchiCAD -case
9. All Contracting Parties hereby declare, that neither GRAPHISOFT against CadLine and Zoltán Tóth, and László Lőrinc, nor Zoltán Tóth and László Lőrincz and CadLine against GRAPHISOFT make any claims in relation to the ArchLINE and BIGRAPH, furthermore the authorship, development, distribution, marketing of the ArchiCAD software, furthermore they do not have any claims against each other with respect to the fact that any of the parties would have infringed the rules and regulations of fair market behaviour. All Contracting Parties hereby declare, that towards the other party there shall be no rights of obligations remaining which are not regulated by this Agreement, and if there would be such rights or obligations, it shall be considered that parties finally waived the above.
10. Contracting Parties agree to refrain from all declarations made in the press or towards their clients and distributors in the future, which contain statements about the other party or in relation these cases it would violate the content of this Agreement. Contracting Parties agree to publish a joint press release about their Agreement, which constitutes Annex No. 1 of this Agreement, in accordance with the stock exchange obligations of

GRAPHISOFT, whilst CadLine shall publish the above through the Hungarian Telegraphic News Agency on the undersigned day.

11. Contracting Parties agree to present to the proceeding council of the Municipal Court, which proceeds in various cases, their joint petition constituting Annex No.2 of this Agreement (“BIGRAPH –case”) and Annex No.3 of this Agreement (“ArchiCAD-case”) for the closure of the cases on the undersigned day. Contracting Parties agree, that in the case the entering into the agreement in front of the Court would fail to take place for any reasons, Parties shall consider their dispute by signing this Agreement closed, and hereby declare that in the absence of entering into the agreement in front of the Court they shall consider their petitions withdrawn and to which withdrawal the other party gives its consent by signing this Agreement upon the observation of the above cost bearing terms and conditions.
12. Contracting Parties agree that in the case in relation to this Agreement or to its execution any disputes would arise in the future, they shall strive to settle their disputes in a peaceful manner, upon failure to do so they shall stipulate the authority of the respective court.
13. Signatory natural persons under civil and criminal law liability declare that they have obtained all necessary authorizations to enable them to sign this Agreement.

In witness whereof Contracting Parties acknowledge that the information set above complies with their business interest and they shall approve the above Agreement with its Annexes by their authorised signatures.

23rd January 2003, Budapest

(Illegible signature)

GRAPHISOFT R&D Rt.

(Illegible signature)

on behalf of

Géza Balogh, Gábor Bojár,

Péter Hornung, Attila Laszip,

László Sparing, László Szabó,

(Illegible signature)

CadLine Kft.

(Illegible signature)

Zoltán Tóth

Lóránt Szabó, Gábor István Tari)

GRAPHISOFT R&D Rt.

(Illegible signature)

László Lőrincz

In front of us, as witnesses

1. Name: Mónika Pakoba

Address: 1143 Budapest,

Egressy út 1/e.

2. Name: (Illegible)

Address: 1184 Budapest

Bartók B. u. 11.