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ZWCAD DESIGN CO., LTD, and
HK ZWCAD SOFTWARE LTD.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

AUTODESK, INC.,

Plaintiff,

v.

ZWCAD SOFTWARE CO. LTD., ZWCAD
DESIGN CO., LTD., HK ZWCAD
SOFTWARE LTD., and GLOBAL
FORCE DIRECT, LLC. (doing business as
ZWCADUSA),

Defendants.

CASE NO. 3:14-cv-01409-EJD

**DEFENDANTS ZWCAD SOFTWARE CO.,
LTD., ZWCAD DESIGN CO., LTD., AND
HK ZWCAD SOFTWARE LTD.'s
ANSWER TO PLAINTIFF AUTODESK'S
AMENDED COMPLAINT AND
COUNTERCLAIM FOR UNFAIR
COMPETITION AND DECLARATORY
RELIEF**

JURY TRIAL DEMANDED

Pursuant to Federal Rules of Civil Procedure 15(a)(1), Defendants ZWCAD Software Co., Ltd., ZWCAD Design Co., Ltd., and HK ZWCAD Software Ltd. (collectively, "ZWSOFT") submit the following Answer to Plaintiff Autodesk's ("Autodesk") Amended Complaint.

Except as expressly admitted herein, ZWSOFT denies any and all material allegations in the Amended Complaint.

///

///

RESPONSES TO ALLEGATIONS IN COMPLAINT

1. The allegations in paragraph 1 do not describe, concern, or relate to ZWSoft. ZWSoft lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 1, and on that basis, denies them.

2. ZWCAD Software Co., Ltd. admits that it is a corporation organized under Chinese law with its principal place of business at 4F, No. 886, Tianhe North Road, Guangzhou, 510635 People's Republic of China.

3. ZWCAD Design Co., Ltd. admits that it is a corporation organized under Chinese law with its principal place of business at 4F, No. 886, Tianhe North Road, Guangzhou, 510635 People's Republic of China.

4. HK ZWCAD Software Ltd. admits that it is a corporation organized under the laws of Hong Kong and has its registered office at Room 704, 7/F, Gee Tuck Building, 18 Bonham Strand, Hong Kong.

5. ZWSoft admits that it develops products including the "ZWCAD" and "ZWCAD+" CAD software worldwide. ZWSoft admits that products, including "ZWCAD" and "ZWCAD+ 2014" could be purchased online through distributors at those distributors' websites. ZWSoft denies that "ZWCAD" and "ZWCAD+" could ever be downloaded or purchased directly from www.zwsoft.com.

6. The allegations in paragraph 6 do not describe, concern, or relate to ZWSoft. ZWSoft lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 1, and on that basis, denies them.

7. ZWSoft admits that this Court has subject matter jurisdiction over this case. By so admitting, ZWSoft does not waive its right to seek a transfer including under 28 U.S.C. § 1404 and/or stay of proceedings in this Court, to allow resolution of Plaintiff's claims and allegations in another forum. For example, ZWSoft is aware that a court proceeding may be commenced or revived in the People's Republic of China or the Netherlands, involving similar or identical parties and allegations. Except as so expressly admitted, ZWSoft denies the allegations in paragraph 7.

1 8. ZWSOft denies the allegations in paragraph 8, including the assertion that ZWSOft
2 has minimum contacts with the forum sufficient for this Court to assert personal jurisdiction.

3 9. ZWSOft denies that venue is proper in this Court, because Plaintiff has not
4 established that ZWSOft has minimum contacts with the forum sufficient for this Court to assert
5 personal jurisdiction. ZWSOft preserves its right to seek a transfer and/or stay of proceedings in
6 this Court, to allow resolution of Plaintiff's claims and allegations in another forum. For example,
7 ZWSOft is informed that a court proceeding may be commenced or revived in the People's
8 Republic of China or the Netherlands, involving similar to identical parties and allegations.
9 ZWSOft denies the remaining allegations in this paragraph 9.

10 10. ZWSOft admits that this is an Intellectual Property Action.

11 11. ZWSOft admits that CAD software is used in design applications by architects,
12 engineers, manufacturers, and others; and that CAD software allows users to create and document
13 their designs and visualize, simulate, and analyze real-world performance early in the design
14 process by creating digital prototypes.

15 12. The allegations in paragraph 12 do not describe, concern, or relate to ZWSOft.
16 ZWSOft lacks knowledge or information sufficient to form a belief about the truth of the
17 remaining allegations in paragraph 12, and on that basis, denies them.

18 13. The allegations in paragraph 13 do not describe, concern, or relate to ZWSOft.
19 ZWSOft lacks knowledge or information sufficient to form a belief about the truth of the
20 remaining allegations in paragraph 13, and on that basis, denies them.

21 14. The allegations in paragraph 14 do not describe, concern, or relate to ZWSOft.
22 ZWSOft lacks knowledge or information sufficient to form a belief about the truth of the
23 remaining allegations in paragraph 14, and on that basis, denies them.

24 15. The allegations in paragraph 15 do not describe, concern, or relate to ZWSOft.
25 ZWSOft lacks knowledge or information sufficient to form a belief about the truth of the
26 remaining allegations in paragraph 15, and on that basis, denies them.

27 16. The allegations in paragraph 16 do not describe, concern, or relate to ZWSOft.
28 ZWSOft lacks knowledge or information sufficient to form a belief about the truth of the

1 remaining allegations in paragraph 16, and on that basis, denies them.

2 17. The allegations in paragraph 17 do not describe, concern, or relate to ZWSOFT.
3 ZWSOFT lacks knowledge or information sufficient to form a belief about the truth of the
4 remaining allegations in paragraph 17, and on that basis, denies them.

5 18. ZWSOFT admits that ZWSOFT released its first CAD product, ZWCAD 1.0, in 2002;
6 and that subsequent ZWSOFT products include ZWCAD 2003, 2004, 2004, 2006, 2007, 2008,
7 2009, 2010, 2011, and 2012, and ZWCAD+ 2012 and 2014. ZWSOFT denies that ZWSOFT's
8 ZWCAD and ZWCAD+ products directly compete with Autodesk's AutoCAD products as CAD
9 programs for the digital media industry. The remaining allegations in paragraph 18 are not
10 directed at ZWSOFT and ZWSOFT lacks knowledge or information sufficient to form a belief about
11 their truth. On that basis, ZWSOFT denies the remaining allegations.

12 19. In answer to the allegations in paragraph 19, ZWSOFT admits that the ZWCAD+
13 2012 brochure containing the language quoted is attached hereto as **Exhibit A**. The press releases
14 referenced in paragraph 19 are not attached to the complaint for ZWSOFT's review and/or
15 reference and therefore ZWSOFT is not aware of the statements made therein. ZWSOFT therefore
16 lacks knowledge or information sufficient to form a belief about the truth of the remaining
17 allegations, and on that basis, denies each and every allegation contained therein.

18 20. ZWSOFT admits that it has pursued design objectives for ZWCAD through a license
19 from the IntelliCAD Technology Consortium ("ITC"). ZWSOFT lacks knowledge or information
20 sufficient to form a belief about the truth of the remaining allegations in paragraph 20, and on that
21 basis denies those allegations.

22 21. ZWSOFT admits that in 2012, ZWSOFT announced that it would transition to an
23 entirely new codebase called "ZWCAD+." ZWSOFT lacks knowledge or information sufficient to
24 form a belief about the truth of the remaining allegations in paragraph 21, and on that basis denies
25 those allegations.

26 22. In answer to the allegations in paragraph 22, ZWSOFT admits that the May 2, 2012
27 press release containing the quoted language is attached hereto as **Exhibit B**.

28 23. In answer to the allegations in paragraph 23, ZWSOFT admits that a copy of the

1 ZWSoft press release evidencing the quoted language is attached hereto as **Exhibit C**. The
2 additional non-ZWSoft website page is not attached to the complaint for ZWSoft's review and/or
3 reference and therefore ZWSoft lacks knowledge or information sufficient to form a belief about
4 their truth, and on that basis, denies each and every allegation contained therein.

5 24. ZWSoft denies the allegations in paragraph 24.

6 25. In answer to the allegations in the first two sentences of paragraph 25, ZWSoft
7 admits that software evolves with the development of new releases and new technologies. The
8 remainder of the allegations in the first two sentences of paragraph 25 ZWSoft denies. In answer
9 to the allegations in the third sentence of paragraph 25, ZWSoft admits that software source code
10 often contains bugs and other idiosyncrasies. The remainder of the allegations in the third
11 sentence of paragraph 25 ZWSoft denies. As to the remainder of the allegations in paragraph 25,
12 ZWSoft denies.

13 26. ZWSoft denies the allegations in paragraph 26.

14 27. ZWSoft denies the allegations in paragraph 27.

15 28. ZWSoft denies the allegations in paragraph 28.

16 29. The allegations in paragraph 29 do not describe, concern, or relate to ZWSoft.
17 ZWSoft lacks knowledge or information sufficient to form a belief about the truth of the
18 remaining allegations in paragraph 29, and on that basis, denies them.

19 30. ZWSoft denies the allegations in paragraph 30.

20 31. ZWSoft denies the allegations in paragraph 31.

21 32. ZWSoft denies the allegations in paragraph 32.

22 33. ZWSoft denies the allegations in paragraph 33.

23 34. ZWSoft incorporates by reference its responses to each and every allegation, as set
24 forth in paragraphs 1 through 33, as if fully set forth herein.

25 35. The allegations in paragraph 35 do not describe, concern, or relate to ZWSoft.
26 ZWSoft lacks knowledge or information sufficient to form a belief about the truth of the
27 remaining allegations in paragraph 35, and on that basis, denies them.

28 36. ZWSoft denies the allegations in paragraph 36.

37. ZWSoft denies the allegations in paragraph 37.

38. ZWSoft denies the allegations in paragraph 38.

39. ZWSoft denies the allegations in paragraph 39.

40. ZWSoft denies the allegations in paragraph 40.

41. ZWSoft denies the allegations in paragraph 41.

42. ZWSoft denies the allegations in paragraph 42.

43. ZWSoft incorporates by reference its responses to each and every allegation, as set forth in paragraphs 1 through 27 above, as if fully set forth herein.

44. ZWSoft lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 44, and on that basis denies those allegations.

45. ZWSoft denies the allegations in paragraph 45.

46. ZWSoft denies the allegations in paragraph 46.

47. ZWSoft denies the allegations in paragraph 47.

48. ZWSoft denies the allegations in paragraph 48.

49. ZWSoft denies the allegations in paragraph 49.

50. ZWSoft denies the allegations in paragraph 50.

AFFIRMATIVE DEFENSES

ZWSoft states the following affirmative defenses to the Amended Complaint. By designating the following as additional defenses, ZWSoft does not admit any of the allegations in the Amended Complaint, assume the burden of proof as to any of these defenses, or waive or limit any defenses which are or may be raised by the denials, allegations, and averments set forth herein.

FIRST AFFIRMATIVE DEFENSE **(Failure to State a Claim)**

AS A FIRST, SEPARATE, AND AFFIRMATIVE DEFENSE TO THE FIRST AMENDED COMPLAINT ON FILE HEREIN AND TO EACH ALLEGED CAUSE OF ACTION CONTAINED THEREIN, these answering defendants allege the Amended Complaint

and each claim alleged therein fails to state a valid claim for relief.

SECOND AFFIRMATIVE DEFENSE

(Statute of Limitations)

AS A SECOND, SEPARATE, AND AFFIRMATIVE DEFENSE TO THE FIRST AMENDED COMPLAINT ON FILE HEREIN AND TO EACH ALLEGED CAUSE OF ACTION CONTAINED THEREIN, these answering defendants allege Plaintiff's claims, in whole or in part, are barred by the applicable statutes of limitation.

THIRD AFFIRMATIVE DEFENSE

(Noninfringement)

AS A THIRD, SEPARATE, AND AFFIRMATIVE DEFENSE TO THE FIRST AMENDED COMPLAINT ON FILE HEREIN AND TO EACH ALLEGED CAUSE OF ACTION CONTAINED THEREIN, these answering defendants allege Plaintiff's first cause of action, for copyright infringement and violation of 17 U.S.C. § 501, is barred in whole or in part because ZWSOFT did not directly, vicariously, indirectly, or otherwise infringe Autodesk's copyright(s).

FOURTH AFFIRMATIVE DEFENSE

(No Injunctive Relief)

AS A FOURTH, SEPARATE, AND AFFIRMATIVE DEFENSE TO THE FIRST AMENDED COMPLAINT ON FILE HEREIN AND TO EACH ALLEGED CAUSE OF ACTION CONTAINED THEREIN, these answering defendants allege Plaintiff's claims for equitable relief are barred because there has been no copyright infringement or trade secret misappropriation, and because there is no reasonable likelihood that any alleged violation will be repeated.

Plaintiff's claims for injunctive relief are further barred because the adverse effects of an injunction far outweigh any benefit from an injunction.

FIFTH AFFIRMATIVE DEFENSE

(Authorized Use/License)

AS A FIFTH, SEPARATE, AND AFFIRMATIVE DEFENSE TO THE FIRST AMENDED COMPLAINT ON FILE HEREIN AND TO EACH ALLEGED CAUSE OF

1 ACTION CONTAINED THEREIN, these answering defendants allege Plaintiff's first cause of
 2 action, for copyright infringement and violation of 17 U.S.C. § 501, is barred in whole or in part
 3 because the copying and access alleged to be infringing are or were impliedly or expressly
 4 authorized or licensed.

5 **SIXTH AFFIRMATIVE DEFENSE**

6 **(Lack of Ownership)**

7 AS A SIXTH, SEPARATE, AND AFFIRMATIVE DEFENSE TO THE FIRST
 8 AMENDED COMPLAINT ON FILE HEREIN AND TO EACH ALLEGED CAUSE OF
 9 ACTION CONTAINED THEREIN, these answering defendants allege Plaintiff's first cause of
 10 action, for copyright infringement and violation of 17 U.S.C. § 501, is barred in whole or in part
 11 because Autodesk does not hold the right, title, or exclusive license to the copyright(s) alleged to
 12 be infringed.

13 **SEVENTH AFFIRMATIVE DEFENSE**

14 **(Lack of a Valid Registration)**

15 AS A SEVENTH, SEPARATE, AND AFFIRMATIVE DEFENSE TO THE FIRST
 16 AMENDED COMPLAINT ON FILE HEREIN AND TO EACH ALLEGED CAUSE OF
 17 ACTION CONTAINED THEREIN, these answering defendants allege Plaintiff's first cause of
 18 action, for copyright infringement and violation of 17 U.S.C. § 501, is barred in whole or in part
 19 because Autodesk does not have a valid registration.

20 **EIGHTH AFFIRMATIVE DEFENSE**

21 **(Waiver, Estoppel, and Laches)**

22 AS AN EIGHTH, SEPARATE, AND AFFIRMATIVE DEFENSE TO THE FIRST
 23 AMENDED COMPLAINT ON FILE HEREIN AND TO EACH ALLEGED CAUSE OF
 24 ACTION CONTAINED THEREIN, these answering defendants allege Plaintiff's claims, in
 25 whole or in part, are barred by the doctrines of waiver, estoppel, and laches.

26 **NINTH AFFIRMATIVE DEFENSE**

27 **(Bad Faith)**

28 AS A NINTH, SEPARATE, AND AFFIRMATIVE DEFENSE TO THE FIRST

1 AMENDED COMPLAINT ON FILE HEREIN AND TO EACH ALLEGED CAUSE OF
 2 ACTION CONTAINED THEREIN, these answering defendants allege Plaintiff's two causes of
 3 action against ZWSoft are brought in bad faith within the meaning of California Civil Code
 4 section 3426.4.

5 **TENTH AFFIRMATIVE DEFENSE**

6 **(Unclean Hands)**

7 AS A SECOND, SEPARATE, AND AFFIRMATIVE DEFENSE TO THE FIRST
 8 AMENDED COMPLAINT ON FILE HEREIN AND TO EACH ALLEGED CAUSE OF
 9 ACTION CONTAINED THEREIN, these answering defendants allege Plaintiff's claims for
 10 equitable relief are barred by the doctrine of unclean hands.

11 **ELEVENTH AFFIRMATIVE DEFENSE**

12 **(Fair Use)**

13 AS A TWELFTH, SEPARATE, AND AFFIRMATIVE DEFENSE TO THE FIRST
 14 AMENDED COMPLAINT ON FILE HEREIN AND TO EACH ALLEGED CAUSE OF
 15 ACTION CONTAINED THEREIN, these answering defendants allege Plaintiff's assertions
 16 including, for example, that because ZWCAD+ has a similar command set to AutoCAD, that
 17 ZWCAD+ has infringed Autodesk's copyright is barred by the doctrine of fair use.

18 **TWELFTH AFFIRMATIVE DEFENSE**

19 **(Non-Copyrightable Subject Matter)**

20 AS A THIRTEENTH, SEPARATE, AND AFFIRMATIVE DEFENSE TO THE FIRST
 21 AMENDED COMPLAINT ON FILE HEREIN AND TO EACH ALLEGED CAUSE OF
 22 ACTION CONTAINED THEREIN, these answering defendants allege Plaintiff's assertions,
 23 including, for example, that ZWCAD+ has similar methods of operation to AutoCAD, fails to
 24 state a claim upon which relief can be granted, because methods of operation are not
 25 copyrightable subject matter.

26 **THIRTEENTH AFFIRMATIVE DEFENSE**

27 **(Preemption)**

28 AS A FIFTEENTH, SEPARATE, AND AFFIRMATIVE DEFENSE TO THE FIRST
 AMENDED COMPLAINT ON FILE HEREIN AND TO EACH ALLEGED CAUSE OF

1 ACTION CONTAINED THEREIN, these answering defendants allege to the extent that
 2 Plaintiff's claims seek relief under state law, they are preempted by 17 U.S.C. § 301.

3 **FOURTEENTH AFFIRMATIVE DEFENSE**

4 **(Failure to Timely Register Works)**

5 AS A SIXTEENTH, SEPARATE, AND AFFIRMATIVE DEFENSE TO THE FIRST
 6 AMENDED COMPLAINT ON FILE HEREIN AND TO EACH ALLEGED CAUSE OF
 7 ACTION CONTAINED THEREIN, these answering defendants allege Plaintiff's claims to
 8 statutory damages and attorney's fees are barred in whole or in part by its failure to timely
 9 register the material in question.

10 **FIFTEENTH AFFIRMATIVE DEFENSE**

11 **(De Minimis Use)**

12 AS A SEVENTEENTH, SEPARATE, AND AFFIRMATIVE DEFENSE TO THE FIRST
 13 AMENDED COMPLAINT ON FILE HEREIN AND TO EACH ALLEGED CAUSE OF
 14 ACTION CONTAINED THEREIN, these answering defendants allege Plaintiff's claims are
 15 barred, in whole or in part, because Defendants' use, if any, of Plaintiff's copyrighted works has
 16 been *de minimis*.

17 **SIXTEENTH AFFIRMATIVE DEFENSE**

18 **(Misuse)**

19 AS AN EIGHTEENTH, SEPARATE, AND AFFIRMATIVE DEFENSE TO THE FIRST
 20 AMENDED COMPLAINT ON FILE HEREIN AND TO EACH ALLEGED CAUSE OF
 21 ACTION CONTAINED THEREIN, these answering defendants allege Plaintiff's claims are
 22 barred, in whole or in part, by the doctrine of copyright misuse.

23 **SEVENTEENTH AFFIRMATIVE DEFENSE**

24 **(Innocence)**

25 AS A NINETEENTH, SEPARATE, AND AFFIRMATIVE DEFENSE TO THE FIRST
 26 AMENDED COMPLAINT ON FILE HEREIN AND TO EACH ALLEGED CAUSE OF
 27 ACTION CONTAINED THEREIN, these answering defendants allege Plaintiff's claims and/or
 28 requested relief are barred, in whole or part, because the alleged infringement, if any, was
 innocent.

EIGHTEENTH AFFIRMATIVE DEFENSE**(Indispensable Parties)**

AS A TWENTIETH, SEPARATE, AND AFFIRMATIVE DEFENSE TO THE FIRST AMENDED COMPLAINT ON FILE HEREIN AND TO EACH ALLEGED CAUSE OF ACTION CONTAINED THEREIN, these answering defendants allege Plaintiff has failed to name or join all necessary and indispensable parties.

NINETEENTH AFFIRMATIVE DEFENSE**(Due Process and Excessive Fine)**

AS A TWENTY-FIRST, SEPARATE, AND AFFIRMATIVE DEFENSE TO THE FIRST AMENDED COMPLAINT ON FILE HEREIN AND TO EACH ALLEGED CAUSE OF ACTION CONTAINED THEREIN, these answering defendants allege Any award of statutory damages against ZWSoft would be unconstitutional as violating the Due Process Clause of the Fourteenth Amendment to the United States Constitution, and the Excessive Fines Clause of the Eighth Amendment to the United States Constitution.

FURTHER DEFENSES

ZWSoft presently has insufficient knowledge or information on which to form a belief as to whether it may have available additional, as of yet unstated, defenses. Accordingly, ZWSoft reserves the right to assert other defenses that may become available or apparent, as this action proceeds up to and including the time of trial.

COUNTERCLAIMS

1. COME NOW ZWCAD SOFTWARE CO., LTD, ZWCAD DESIGN CO, LTD., and HK ZWCAD Software Ltd. (collectively, "ZWSoft") assert the following counterclaims against Plaintiff Autodesk, Inc. ("Autodesk"):

PARTIES

2. Counterclaimant ZWCAD Software Co., Ltd. and ZWCAD Design Co., Ltd. are foreign corporations based in the People's Republic of China, with their principle places of business in Guangzhou, China. Counterclaimant HK ZWCAD Software, Ltd. is a foreign corporation based in the People's Republic of China, with its principle place of business in Hong

1 Kong, China. (collectively, “ZWSOft”)

2 3. On information and belief, ZWSOft believes counter-defendant Autodesk, Inc., is a
3 Delaware corporation with its corporate headquarters in San Rafael, California.

4 **JURISDICTION**

5 4. These counterclaims arise under the copyright laws of the United States as enacted
6 under Title 17 of the United States Code, the Declaratory Relief Judgment Act, and the laws of
7 the State of California. The jurisdiction of this Court is proper under 17 U.S.C. §§ 101 et seq. and
8 28 U.S.C. §§ 1331, 1332, 1338, and 2201-02.

9 **VENUE**

10 5. Venue is proper in this district pursuant to 28 U.S.C. §§ 1391 and 1400.

11 **GENERAL ALLEGATIONS**

12 6. ZWSOft has developed the ZWCAD and ZWCAD+ computer software internally and
13 through the licensed use of third-party software. The ZWCAD and ZWCAD+ software programs
14 are part of the community of computer-aided design (“CAD”) programs widely available on the
15 world market, including AutoCAD, ZWCAD, ZWCAD+, IntelliCAD, Blender, TurboCAD,
16 BricsCAD, GstarCAD, DraftSight, NanoCAD, and SolidWorks.

17 7. In developing its own CAD software, ZWSOft reviewed and/or incorporated by
18 licensing or permissible open-source use third-party software, including software and
19 development packages from IntelliCAD, Flexera Software, Hexagonal Geospatial, Open Source
20 Geospatial Foundation, FEITIAN Technologies, Senslock Technology, and Codejock Software.
21 Many of these third-party software components are widely utilized in the industry, including by
22 Autodesk itself.

23 8. As a result of these common components, AutoCAD and ZWCAD+ share a number of
24 similarities to each other and to other CAD software programs. These similarities arise from use
25 of common components, not source code theft as plaintiffs allege.

26 9. ZWSOft has not copied Autodesk’s AutoCAD source code. ZWSOft believes it has been
27 targeted by a competitor bringing improper actions against it in hopes of driving a competitor off
28 the international CAD market.

COUNT ONE**(Declaratory Relief Regarding Non-Infringement)**

10. ZWSoft realleges the allegations in the preceding paragraphs as if fully restated in this counterclaim.

11. Based on Autodesk's filing of this suit and Counterclaimant ZWSoft's Affirmative Defenses, an actual controversy has arisen and now exists between Autodesk and ZWSoft as to whether ZWSoft infringes Autodesk's copyrights.

12. Pursuant to the Federal Declaratory Judgment Act, 28 U.S.C. §§ 2201 et seq., ZWSoft requests the declaration of the Court that they do not infringe and have not infringed any copyright of Autodesk.

COUNT TWO**(Unfair Competition in Violation of Cal. Bus. & Prof. Code §§ 17200 et seq.)**

13. ZWSoft realleges the allegations in the preceding paragraphs as if fully restated in this counterclaim.

14. Autodesk's anticompetitive conduct is unlawful. Autodesk's violations of federal antitrust laws satisfy the unlawful prong of California Business & Professional Code § 17200.

15. Autodesk has engaged in unfair competition as defined in California Business & Professional Code section § 17200. Autodesk's acts and practices of unfair competition include bringing this litigation against defendants without fully investigating the alleged similarities between the products and other CAD products available on the market, which contain the same similarities. Numerous products on the market today share these same alleged similarities but have not been included in this action.

16. Autodesk has pursued litigation and pressed for widespread and unnecessary discovery of documents and information outside the scope of its claims, aimed at raising costs and unduly burdening defendants, who also operate in the CAD marketplace.

17. Autodesk pursues this litigation with the intent of driving defendants from the marketplace through unnecessary and unfounded litigation. Such acts constitute unlawful and unfair business practices. As a direct and proximate result of Autodesk's illegal activities,

defendants' have suffered damages in an amount to be proven at trial.

PRAYER FOR RELIEF

WHEREFORE, ZWSoft prays for the following relief:

1. That Plaintiff takes nothing by way of this Amended Complaint;
2. For judgment on behalf of Defendants and against Plaintiff;
3. For ZWSoft's reasonable attorney's fees and costs incurred in defending against Plaintiff's Amended Complaint and any and all causes of action therein; and
4. For such other and further relief as the Court deems just and proper.

JURY DEMAND

ZWSoft hereby demands a trial by jury of all issues so triable.

Dated: May 26, 2015

ROPERS, MAJESKI, KOHN & BENTLEY

By: _____

LAEL D. ANDARA
BROCK R. LYLE
MARIE E. SOBIESKI
Attorneys for Defendants
ZWCAD SOFTWARE CO., LTD and
ZWCAD DESIGN CO., LTD

EXHIBIT A



Cost-effective CAD

ZWSOFT Global Branch Information

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Wuhan Branch	Address: Rm.709, No. 8, Forest Avenue, Donghu Hi-Tech Development District, Wuhan, 430074, P.R. China Tel: 86-27-87592072 Fax: 86-27-87592092

Better than Ever, ZWCAD 2012 Drives Your Design

www.zwsoft.com
ZWSOFT

ZWCAD SOFTWARE CO., LTD.

E-mail: sales@zwsoft.com

www.zwsoft.com

ZWCAD Reseller

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 Powered By IntelliCAD Technology Consortium

ZWSOFT

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Company Overview

ZWSOFT (ZWCAD Software Co., Ltd.) is a world-renowned CAD/CAM solutions provider, with over 180,000 clients across 80 countries. With a reputation as a committed and reliable provider of CAD/CAM software to the AEC and MCAD industries, ZWSOFT has created design software products that have continuously satisfied the needs of 2D and 3D drafters for over a decade. Some of ZWSOFT's major clients include Siemens, Sony Ericsson, Panasonic, Carrefour, and Saint-Gobain.

Better than Ever, ZWCAD 2012 Drives Your Design!

ZWCAD™ is a cost-effective, DWG file format compatible CAD solution which provides innovative, collaborative and customizable features for both the AEC and MCAD industries. The unrivalled compatibility and familiar user interface let users begin working with ZWCAD immediately with little or no training.

ZWCAD 2012 provides the following features:

- 900+ improvements that match your needs.
- Remarkable drafting and detailing tools for visualizing your ideas.
- Flexible management systems for maximizing your design resources.
- Seamless collaboration of designs with others through flexible drawing publishing.

ZWCAD is available in 15 languages including simplified and traditional Chinese, Czech, English, French, German, Italian, Japanese, Hungarian, Korean, Polish, Portuguese, Spanish, Russian, and Turkish.

Product Introduction

ZWCAD Offers Excellent Compatibility and Stability

Full Support for DWG

ZWCAD's drawing files are based on the world-standard .dwg format. This means that you can open, edit, and save .dwg files from any version – without conversion or data loss – all the way back to version 2.5 and right up to today's 2012. In addition, ZWCAD supports related formats, such as .dxf (interchange), .dwt (web), and .dwt (template).

Compatible with Mainstream CAD Platforms

As ZWCAD supports the .dwg format fully, it can share data and files with mainstream CAD platforms that also support .dwg format, in particular AutoCAD®.

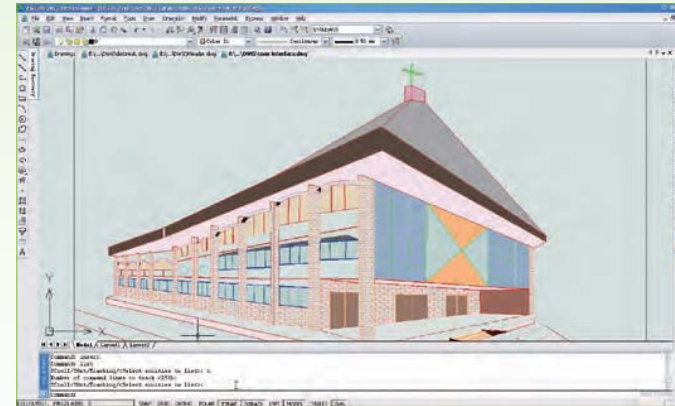


Runs Smoothly on Any Windows OS

ZWCAD has seamless integration with Microsoft® Windows®, and so it runs smoothly on every release of the Windows operating system.

More importantly, ZWCAD offers a working environment almost identical to AutoCAD, including similar command names, aliases, and mouse operations. Any AutoCAD user will find ZWCAD's interface to be familiar and comfortable with which to work.

In addition, ZWCAD imports and exports the .mnu, .mns, and .pgp files that define menus, toolbars, and aliases. This means you can transfer your program customizations to ZWCAD.

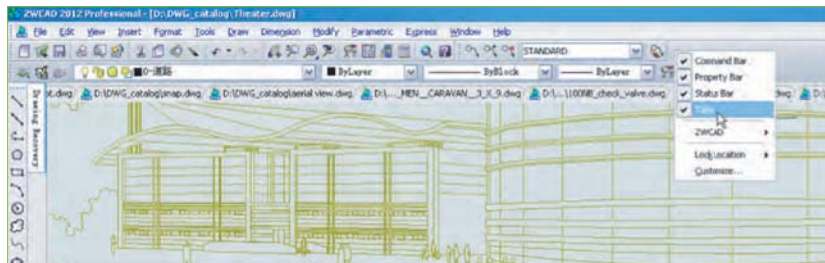


Familiar User Interface

Friendly User Interface

The Windows-style user interface of ZWCAD arranges the menus, toolbars, command line, and dialog boxes in a way that is familiar to Windows users. This lets you begin

working with ZWCAD right away. A row of tabs, like the one found in Microsoft Office 2007 and later, makes it easy to switch between open drawings.

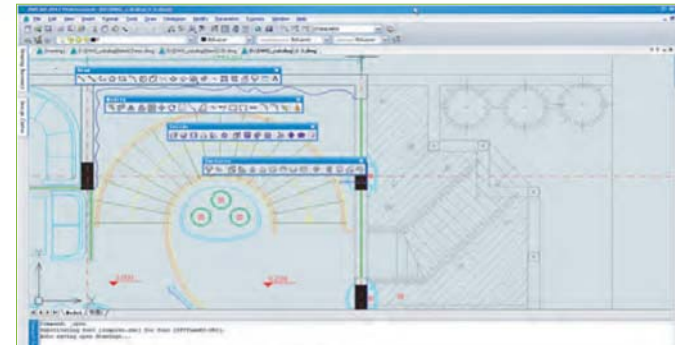


Tab Environment

Conceptualize Your Designs Easily

ZWCAD provides a wide number of foundational drafting tools to help you easily conceptualize your ideas as

drawings. Included are 2D and 3D drawing and editing tools for creating and modifying many kinds of objects.

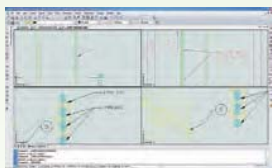


Foundational Drawing and Editing Tools

Draft and Detail Efficiently

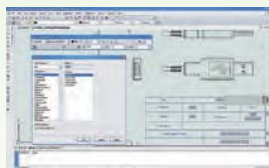
Smart Tools for Quick Drafting

Multi-leaders



Sometimes you need different types of leaders, or even different kinds of arrowheads for the same callout. With the multi-leader function, you can customize the leader style, and then create more than one leader at a time.

Fields



Sometimes you need to update textual information in drawings. This painstaking task is solved with the field function. It updates information for you automatically.

Breaking Dimension Lines



Dimension lines inevitably cross with other objects. To make drawings more clear, the dimension break function breaks dimension lines where they cross other lines – without splitting the lines. This means that broken dimension lines are still easy to adjust.

FCMP



When you need to find differences between two similar-looking drawings, the file compare function helps you do this. It highlights differences by color coding changed objects, blocks, and even external references. You can customize the comparison settings, such as colors and filters.

Solid Profiles



The solid profiles feature creates profiles of 3D solids with ease. You can specify 2D and 3D profiles. Hidden and visible lines are placed onto different layers automatically.

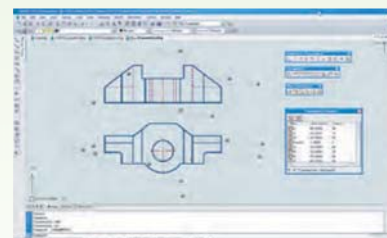
Dynamic Prompt



The dynamic prompt interface displays related command names at the cursor. Both new and experienced users will find the alphabetical list of command names useful, because it reduces the time to remember and input commands.

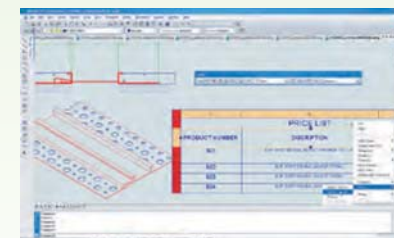
Efficient Tools for Precise Detailing

Parametric and Constraints



The parametric and constraints functions are powerful tools that enable you to create and modify families of objects in remarkably quick time, as compared with traditional redrawing in CAD. When you make a modification to a family of parametric objects, the action affects and drives the related objects by changing them together. Parametric and constraints ensure the objects always maintain their shape and/or measurements.

Table



The table feature lets you easily create neat and beautiful tables just in a single step; there is no need to draw cells from lines to form tables manually. In-place editing allows you to edit the contents of table cells, just as if you were working in Microsoft Excel. In addition, tables can export and import data files to and from Excel spreadsheets.

Object Snap



The object snap function helps you draw and edit to geometric features accurately. In ZWCAD 2012, the speed and accuracy of object snaps were improved greatly, especially for large drawings.

Aerial View



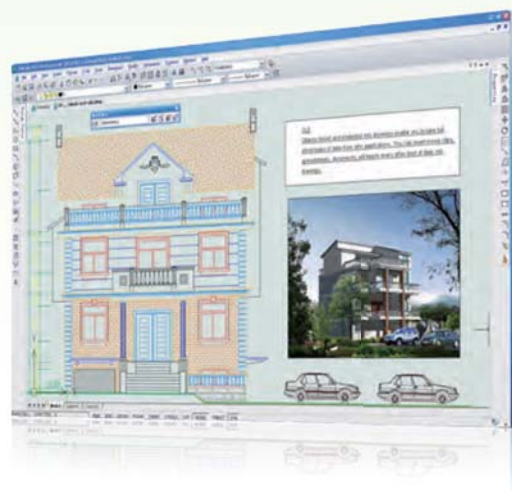
Pan and zoom large drawings quickly with the handy aerial view window, which displays the entire drawing all the time, thereby helping you locate any zoomed-in location immediately.

Sharing Resources for Improving Productivity

Blocks

The block function turns multiple objects into one, allowing you to standardize drawing components. This means that you can reuse them in other drawings.

In addition, data can be embedded in blocks. Known as attributes, the data can consist of any kind of textual information, such as inventory numbers, prices, and multi-line detailed descriptions.



Raster Images

Attaching raster images to your drawings better shows off your designs. ZWCAD supports numerous image formats, including BMP, TIF, GIF, JPG, PNG, PCX, and TGA. New in ZWCAD 2012 is support for ECW, a format used in mapping.

External References

The external references function provides a more efficient way of sharing and reusing drawings. You can insert entire .dwg files into drawings; these are known as "external references" or "xrefs" for short. The child xref can be inserted into multiple host drawings, and then be synchronized any time the xref changes. Inserting xrefs does not increase the size of the host drawing by very much.

Management Data for Convenient Manipulation

Design Center

The Design Center function allows you to search and access any CAD resource stored on your computer -- even on other computers on the local network. It helps you to insert content into the current drawing, such as dimension styles, blocks, text styles, line types, and even layers from other drawings.

Managing Layers



Tool Palettes

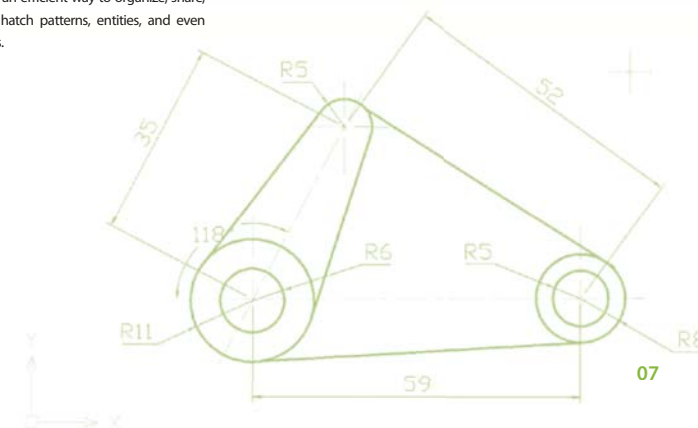


Layers are used to standardize the content of drawings. By changing the properties of layers with the Layer Properties Manager, you effortlessly control how objects are displayed and plotted. Layers simplify the visual complexity of drawings, thereby clarifying the structure.

The Tool Palettes function provides an efficient way to organize, share, and store "tools," such as blocks, hatch patterns, entities, and even content from third-party developers.

OLE (Object Linking and Embedding)

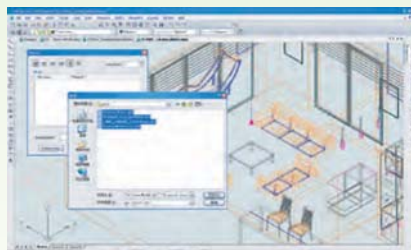
Linking and embedding objects into drawings enables you to take full advantage of placing data from other applications. You can insert movie clips, spreadsheets, documents, and just about any other kind of data into drawings.



Additional Ways of Communicating Drawings

Plotting and Batch Plotting

You can plot drawings to files or to paper. Multiple options are available to fine-tune the result, such as specifying the paper size, setting the plot scale, selecting a plot style, or adding plot stamps. In addition, you can plot an entire list of .plt files in a single session using the batch plot facility. This greatly saves time, especially when you reuse the .plt files another time.



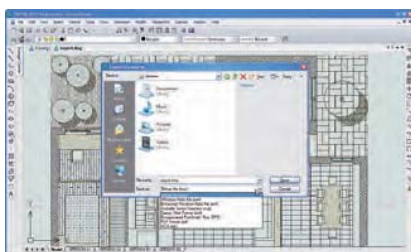
Publishing Drawing Sets

The publish function outputs one or more drawings to DWF format or to plotters. If necessary, each drawing can be plotted on a different sheet, through the use of page setups. You specify "sheet sets," and then choose to publish one or many sheets. DWF is a safe and quick way to share your drawings with others.

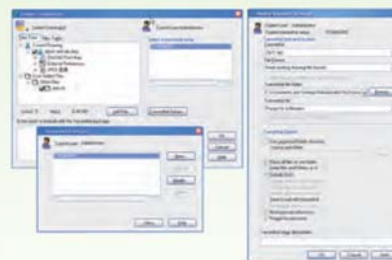


Exporting Drawings

The export function helps you communicate drawing information with other applications. Drawings can be exported to formats that include BMP, WMF, EMF, SVG, EPS, PDF, and SAT. It is very useful in that you can combine drawings with files from other applications, such as Word, Excel, and Photoshop.

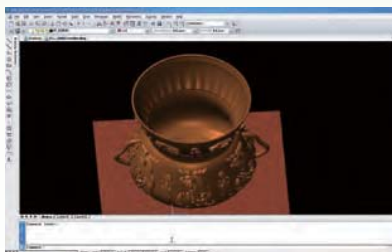


Additional Ways of Communicating Drawings



eTransmit

The eTransmit function is designed to easily share drawings by email. With a click, it collects the drawing and all associated files into a single package. The package includes the images, fonts, and external references used by the drawing. It is a convenient way for communicating with others, or just moving your drawings to another computer.



Rendering

Realistic renderings of 3D models produce more convincing presentations to clients than do 2D drawings. ZWCAD provides a rich variety of materials, multiple light types, and environmental settings to generate renderings. It is a good way to show off your design vision, and to verify it with others.

Programming on ZWCAD

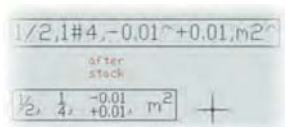
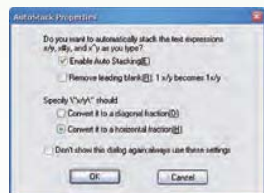
ZWCAD provides several convenient and powerful application programming interfaces (APIs) at no extra charge. These include LISP (similar to AutoLISP), VBA (available in Professional edition only), SDS (similar to ADS), and ZRX (ZWCAD Runtime Extension, which is similar to ARX). With these APIs, you can develop vertical applications and migrate existing applications to ZWCAD. They let you customize ZWCAD to your specific needs, while at the same time accelerating your design processes.

What's New in ZWCAD 2012

Greater Flexibility for Text

Automatic Fraction Stacking

ZWCAD 2012 allows you to stack fractions in mtext. In addition, you can define the stack style.



Vietnamese is Supported

You can now input Vietnamese in ZWCAD 2012 to create text and mtext.

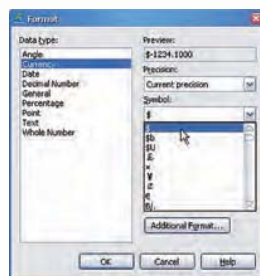
More Formats for Text Heights

More text height formats are acceptable in text style definition, such as architectural, engineering, and scientific.



Larger Selection of Currency Symbols for Tables

A variety of currency symbols are now available for tables. Choose custom table cell format, and then choose the currency symbol you need.



Quick Block Insert

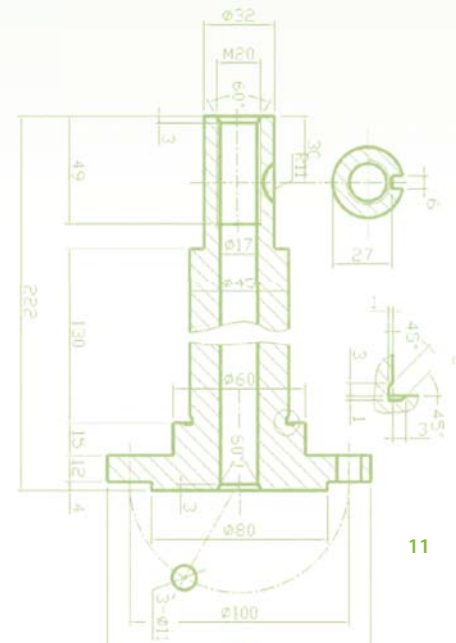
Block Units Available

The units of blocks are now reported by the Insert Block dialog box. This gives you a clear idea about the scale of the block which you are going to insert.



Simplify the Steps for Block Insert from Tool Palettes

Unnecessary steps for inserting blocks from the Tool Palettes have been removed. In addition, you can now specify whether you want to insert blocks directly, or insert them after specifying a scale factor and rotation angle.



More Powerful Dimensioning

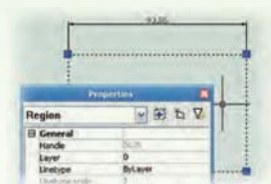
Fields Allowed in Multi-leaders

You can now insert fields into the text of multi-leaders.



Dimensioning Regions

ZWCAD allows you to add dimensions to region objects.



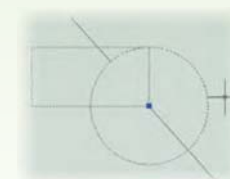
More Commands and Shortcuts

Gradient

The Gradient command is added to ZWCAD 2012. Its icon can be found in the Draw toolbar.

Btrim

The Btrim command allows you to trim blocks. Elements within the block can be used as cutting boundaries for trim operations.



Easier Access to Visual Styles

A shortcut to visual styles is added to the menu and the toolbar so that you can access it more quickly.

More Convenient Plotting

PDF Virtual Printer Added

The PDF virtual printer is now part of the plotter list in 'plot-model' and 'page setup'. This means that you no longer need to add it manually.



Easier Publishing

A predefined page setup can be applied to any drawing to be published. Multiple drawings and layouts can be published to a multi-page DWF file or plotter.



Others

ECW Format Supported

ZWCAD 2012 now supports ECW files, an image format that is used widely in aerial mapping.



Expanded File Comparison

The file comparison feature is enhanced. It now compares the differences between blocks, attributes, and texts.



ZWCAD Helps Clients Achieve Their Design Goals

More than 180,000 clients worldwide use our solutions, and so benefit from generating great business value. They find that not only do they save on costs, but that their productivity increases.



Automotive

Architecture
Engineering &
Construction

Manufacturing

Utilities &
Telecommunication

Transportation

Testimonials

"We are very pleased with ZWCAD's performance over the six months we have been using it. And we will continue to use it. This is the first time we have found a real alternative to our existing CAD software system!"

Michael Collins
Director of Michael Collins Associates

"ZWCAD meets our requirements. Without it, I don't think we could get more business or complete more work faster. The reasonable price of ZWCAD software is a significant contribution to our profitability."

Jerzy Mydlarz
Managing Director of Invenio Poland

"A combination of reliability, rich functionality, and price were the deciding factors to lead us to choose ZWCAD."

Mr. Galin Nenov
CEO of Sweet Home

"ZWCAD has the powerful features and high performance that we were looking for. Our engineers find that they work very easily and conveniently with it, due to its compatibility with and similarity to AutoCAD."

Mr. Xie Ye Qing
Director of Altrust

"We decided to purchase ZWCAD because of its high quality, which we found to be comparable to other programs. Also, its reasonable price meets our budgetary expectations."

Mr. Dominik Pawlowski
IT manager of TP-TELTECH

"ZWCAD has made remarkable progress in its speed and stability in recent years, which gives us great confidence."



Delta Group

ZWCAD's Valued Customers



Service and Support

ZWSOFT is fully aware that the needs of our clients go far beyond purchasing a software package, and so together with our worldwide distributors, we offer customers a variety of value-added services. To keep your ZWCAD systems up and running, ZWSOFT offers the following free and premium services and support plans.

Local Service by ZWCAD Distributors

Global network consisting of over 170 ZWCAD distributors assisting clients in more than 30 languages
Localized consulting and support provided by ZWCAD distributors, such as on-site demonstrations and tutoring

ZWCAD Technical Support

ZWSOFT provides extensive support to all ZWCAD users. For questions about ZWCAD, please visit our website at www.zwsoft.com

First for help, where you will find the following services:

Knowledge Base: Get answers immediately by searching our comprehensive database of solutions.

Discussion Forum: Contact other ZWCAD users for help through our forums.

Live Chat: Talk to ZWCAD support engineers directly through your web browser.

Support Request: Submit questions by email to our tech support staff, and receive answers within three working days.

FAQ

Q: What are the limitations of ZWCAD trial version? How can I get it?

A: The ZWCAD trial version allows you to evaluate all of ZWCAD's functions for 30 days. Following the evaluation period, the software continues to work; it is, however, limited in the following areas: (1) the Export function is disabled, (2) all plots contain a watermark, (3) drawings can no longer be saved in DXF format, (4) drawings with more than 8,000 entities cannot be saved, and (5) drawings cannot be published in DWF file format. All other functions operate normally.

You can download the trial version of ZWCAD from our website at www.zwsoft.com

Q: What are the system requirements for ZWCAD?

A: The minimum system requirements for ZWCAD are as follows:

Processor: Pentium III 800MHz, or faster

RAM: 512MB minimum; more recommended

Video: 1024 x 768 resolution with TrueColor minimum; higher resolution recommended

Q: Which file formats can I use with ZWCAD 2012?

A: ZWCAD 2012 opens and saves drawings in the following formats: DWG, DXF, DWF, and DWT. In addition, the software can export drawings in the following raster and vector formats: BMP, WMF/EMF, SVG, DWF, EPS, PDF, and SAT.

Q: Can I develop my own applications with ZWCAD? Can I run AutoLISP programs directly in ZWCAD?

A: Yes, ZWCAD includes several APIs for developing applications of your own: LISP (similar to AutoLISP), VBA, SDS (similar to ADS) and ZRX (similar to ARX).

Most AutoLISP applications run in ZWCAD with little or no modification.

Q: Is an academic version of ZWCAD available?

A: Yes, ZWSOFT is glad to provide an academic version of ZWCAD at lower cost. The academic version has the same set of powerful features as the retail version of ZWCAD Professional, and is offered at a discount to the staff and students of accredited academic institutions. It is not meant for commercial use. To purchase licenses of the academic version, please call the dealer nearest your school, or contact us directly at sales@zwsoft.com.

Q: How can I get pricing and purchasing information for ZWCAD?

A: You can obtain ZWCAD price quotations and make purchases from your local dealer. For contact information about dealers, feel free to ask us at sales@zwsoft.com or visit our web site at www.zwsoft.com.

ZWSOFT Worldwide

Our offices located in Guangzhou, Shanghai, Beijing, Wuhan, and Melbourne, and are staffed with some 400 people, of which 150 are technical and R&D engineers dedicated to working on CAD/CAM solutions for users.



Providing Localized Service to Clients Around the World

ZWSOFT cooperates closely with more than 170 partners worldwide to ensure that the best local service is provided to clients.



Cooperating with Global Developers

To better serve your CAD/CAM needs, ZWSOFT built the ZWSOFT Developer Network (ZDN) for third-party developers. This network provides customers many different kinds of add-ons to make designing easier. From bolts to buildings, a growing number of add-ons are able to maximize your CAD experience. With the power of our APIs, there is no telling how much easier designing becomes. More than 80 applications now run on ZWCAD as a result of the close cooperation between our developers and ZWSOFT.



Comparing ZWCAD Editions

Introduction

ZWCAD Standard Edition is meant primarily for drawing and editing 2D graphics; it also displays, exports, and plots 3D ACIS objects created by the Professional Edition. It includes the LISP, ZRX, and SDS programming interfaces.

ZWCAD Professional Edition offers the full range of functions for creating 2D drawings and 3D models, including ACIS solid model objects. In addition to the LISP, ZRX, and SDS APIs, it also includes VBA.

ZWCAD Academic Edition functions the same as the Professional Edition, but is meant for academic use only. When you plot drawings, a watermark is added to indicate that you are using Academic Edition of ZWCAD.

Comparison Table

✓ Feature supported ✗ Feature not supported	ZWCAD Professional	ZWCAD Standard	ZWCAD Academic
Compatibility with AutoCAD®			
DWG & DXF Support	✓	✓	✓
AutoCAD® Resource Files	✓	✓	✓
AutoLISP (including DCL)	✓	✓	✓
AutoCAD® Development System(ADS)	SDS (similar to ADS)	SDS (similar to ADS)	SDS (similar to ADS)
VBA Included	✓	✗	✓
Object ARX	ZRX(similar to ARX)	ZRX(similar to ARX)	ZRX(similar to ARX)
Basic Features			
2D Drawing, Editing & Dimensioning	✓	✓	✓
Hatch, Block, Xref, Attributes & Image	✓	✓	✓
3D Modeling, Editing & Rendering	✓	✗	✓
3D Views & Displays	✓	✓	✓
Export to JPEG, PNG, PDF etc.	✓	✓	✓
Plot	✓	✓	With Watermark
Advanced Features			
Parametric Drawing	✓	✓	✓
Design Center & Tool Palettes	✓	✓	✓
MLeader, Table, Field	✓	✓	✓
Aerial View	✓	✓	✓
Express Tools	✓	✓	✓
Unique Features			
Batch Plot (pltplot)	✓	✓	✓
Multiple Tab	✓	✓	✓
Drawing Compare	✓	✓	✓
Block Extraction	✓	✓	✓
Image with TFW coordinate file	✓	✓	✓

EXHIBIT B

Login English Buy Now

Guangzhou, China: May 2—ZWSOFT, a leading supplier of 2D and 3D **CAD/CAM** solutions to the AEC and MCAD industries, today officially announced that the next ZWCAD will be named ZWCAD+ (ZWCAD Plus). This name change signifies breakthroughs, including excitingly new and enhanced features, and powerful APIs that will be integrated into ZWCAD+.



The plus in ZWCAD+

“The upcoming ZWCAD+ has so many ground-breaking improvements. It was born to give users a much faster, easier, and more stable design experience than most **CAD software** could possibly provide,” stated Kingdom Lin, the ZWCAD+ Overseas Business Director. “More accuracy and better compatibility take design experience to a whole new level. That’s why we’ve decided on the new name ZWCAD+. It conveys exactly the core value we want to deliver to CAD designers.”

ZWCAD+ will offer increased performance, including greatly improved compatibility making cross-platform communication easier than ever. Industry leading memory optimization also ensures non-stop work throughout the day. Another plus in this version is that it provides more add-on solutions. Code-level API compatibility enables the ported applications to run up to 8 times faster than before.

“Plus” means more to offer in future

In addition to the above mentioned benefits in ZWCAD+, more innovative features and functionalities which are beneficial to CAD users will be added in the future version of ZWCAD+.

“ZWCAD+ is not just a new name for the next ZWCAD. It means more possibilities for future product development,” said Kingdom Lin. “I strongly believe that this product will open a new and exciting chapter in the CAD user’s design experience.”

About ZWSOFT

ZWSOFT’s a world-renowned CAD/CAM solutions provider for the AEC and MCAD industries, with over 180,000 clients in more than 80 countries. ZWSOFT's products, ZWCAD and ZW3D, have satisfied the needs of 2D & 3D designers for over a decade. <http://www.zwsoft.com>

Contact

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zhouzehong@zwsoft.com

<http://www.zwsoft.com>

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EXHIBIT C

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Press Release

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ZWCAD+ Launch: New Core. New Possibilities.

July 16, 2012

Guangzhou, China: July 16, 2012– ZWCAD Design, an innovative supplier of CAD solutions to the AEC and MCAD industries, has unveiled **ZWCAD+**, the next generation of the well-known ZWCAD. With years of time and effort spent in the development of the new kernel, and 20+ years of CAD development experience, ZWCAD+ is created to provide an all-encompassing solution for its users.

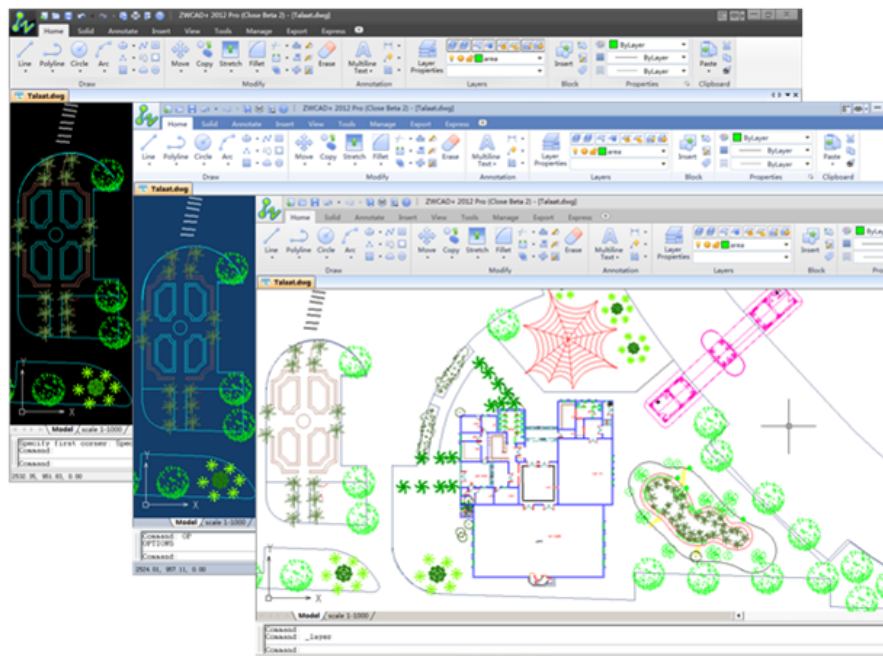
ZWCAD+ is powered by a new and superior engine that ensures even greater **.dwg** support, better memory control, and code-level API compatibility. These, reinforced with a fresh UI, and new and enhanced features give ZWCAD+ not only a competitive edge in the CAD market, but create a friendly easy to use user experience.

For Media Contact

Please Email:

prcontact@zwcad.com

The launch of ZWCAD+ marks an important milestone for ZWCAD Design, and the differences between the previous version are evident. Kingdom Lin, the ZWCAD+ Overseas Business Director stated, "ZWCAD+ is fundamentally different from ZWCAD 2012 as we built the entire software from the ground up. That's why we are able to offer our customers a more fluid and efficient design experience. The tagline of ZWCAD+ is New Core. New Possibilities. I think it best exemplifies how ZWCAD+ is different from ZWCAD and other **CAD software**. With the built-in new and superior engine, ZWCAD+ allows designers and developers to think big with more possibilities."



ZWCAD+ leverages the power of the new kernel and provides a fluid and efficient design experience. As seen in the new features and enhancements:

-- **Greater .dwg Support:** ZWCAD+ has been through over 50,000 extremely rigorous drawing tests. With the overall improvements made to its .dwg compatibility, there's ZERO problem in displaying the original .dwg files in ZWCAD+. It makes cross-platform communication easier than ever.

-- **Industry Leading Memory Optimization:** The new memory optimization technology enables ZWCAD+ to open any drawing with memory usage reduced by 50%. That's why it works smoothly with drawings that are over 100 MB. It's also excellent in reducing memory accumulation, which ensures non-stop operation throughout the day.

-- **Code-level API Compatibility:** LISP routines now run directly on ZWCAD+ with only a few modifications. The ported applications run up to eight times quicker on average when compared with ZWCAD.

-- **The Brand New Ribbon Interface:** ZWCAD+ has a new, advanced Ribbon UI, making it even easier to use. The newly added feature SmartMouse, redefines the way of executing CAD commands. Both of them are tailor-made to give you a light-weighted, flexible and fast user experience.

-- **New Features and Enhancements:** Frequently used functions, including Block Attribute Manager, Viewport Maximization, Cycle Selection and Associative Dimension, have been added to ZWCAD+. Fundamental enhancements have also been made to features such as Tool Palettes, Revision Cloud, Field, and Snap. All these are made to take your design efficiency to the next level.

Availability

The English version of ZWCAD+ is available to download now at <http://www.zwsoft.com/zwcad+>, with more language versions available soon. For more information about ZWCAD+, you can follow us on Facebook at <http://www.facebook.com/zwsoft>.

About ZWCAD Design

ZWCAD Design Co. Ltd., the wholly-owned subsidiary of ZWSOFT, is an international CAD software provider through its network of over 100 partners in 60+ countries and regions. Its product, ZWCAD+, meets the needs of CAD designers across the AEC and MCAD industries.

Contact

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<http://www.zwsoft.com>

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Previous: MCADCafe e_Magazine: ZW3D 2012 Premium Software Review
Next: ZWCAD+ Incorporates .dwg Support and 3D Components from ODA and Spatial



ZWCAD+	ZWCAD Touch	Support	Partners	About	Follow Us
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ZWCAD Mechanical	APP+	Learning Center	Channel Partners	Team	Twitter
ZWCAD Architecture		CAD Forum	OEM Partners	News	YouTube
Comparison	Industry Solutions	Download Center	Developers	Events	LinkedIn
Testimonials		FAQ	Partner Center	Contact Us	Google+
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