

## LICENSE AND SERVICES AGREEMENT

**READ CAREFULLY:** AUTODESK LICENSES THE SOFTWARE AND OTHER LICENSED MATERIALS ONLY ON THE CONDITION THAT LICENSEE ACCEPTS ALL OF THE TERMS CONTAINED OR REFERENCED IN THIS AGREEMENT.

By selecting the “I accept” button or other button or mechanism designed to acknowledge agreement to the terms of an electronic copy of this Agreement, or by installing, downloading, accessing, or otherwise copying or using all or any portion of the Autodesk Materials, (i) you accept this Agreement on behalf of the entity for which you are authorized to act (e.g., an employer) and acknowledge that such entity is legally bound by this Agreement (and you agree to act in a manner consistent with this Agreement) or, if there is no such entity for which you are authorized to act, you accept this Agreement on behalf of yourself as an individual and acknowledge that you are legally bound by this Agreement, and (ii) you represent and warrant that you have the right, power and authority to act on behalf of and bind such entity (if any) or yourself. You may not accept this Agreement on behalf of another entity unless you are an employee or other agent of such other entity with the right, power and authority to act on behalf of such other entity.

If Licensee is unwilling to accept this Agreement, or you do not have the right, power and authority to act on behalf of and bind such entity or yourself as an individual (if there is no such entity), (a) DO NOT SELECT THE “I ACCEPT” BUTTON OR OTHERWISE CLICK ON ANY BUTTON OR OTHER MECHANISM DESIGNED TO ACKNOWLEDGE AGREEMENT, AND DO NOT INSTALL, DOWNLOAD, ACCESS, OR OTHERWISE COPY OR USE ALL OR ANY PORTION OF THE AUTODESK MATERIALS; AND (b) WITHIN THIRTY (30) DAYS FROM THE DATE OF ACQUIRING THE AUTODESK MATERIALS, LICENSEE MAY RETURN THE AUTODESK MATERIALS (INCLUDING ANY COPIES) TO THE ENTITY FROM WHICH THEY WERE ACQUIRED FOR A REFUND OF THE APPLICABLE LICENSE FEES PAID BY THE LICENSEE.

The words “Autodesk,” “Agreement” and “Licensee” and other capitalized terms used in this Agreement are defined terms. The definitions can be found in Exhibit A (if the terms are not defined in the main body of the Agreement).

### 1. License

1.1 License Grant. Subject to and conditioned on Licensee’s continuous compliance with this Agreement and payment of the applicable fees, Autodesk grants Licensee a nonexclusive, nonsublicensable, nontransferable, limited license to Install and Access the Licensed Materials, in each case solely (a) in the Territory, (b) within the scope of the License Type and Permitted Number specified in the applicable License Identification, and (c) in accordance with the other terms of this Agreement. Various License Types are described in Exhibit B. In any case where the License Identification does not specify a License Type or Permitted Number, or there is no License Identification, the License Type will, by default, be the Evaluation License and the Permitted Number will, by default, be one (1).

### 1.2 Upgrades and Previous Versions.

1.2.1 Effect of Upgrades. If Autodesk or a Reseller provides Licensee with an Upgrade to other Licensed Materials previously licensed to Licensee, the Licensed Materials previously licensed to Licensee and any other Autodesk Materials relating thereto will thereafter be deemed to be a “Previous Version.” Except as set forth in Section 1.2.2 (Exception for Subscription Licensees), the license grant and other rights with respect to any Previous Version will terminate one hundred twenty (120) days after Installation of the Upgrade. Within such one hundred twenty (120) day period, except as set forth in Section 1.2.2 (Exception for Subscription Licensees), (a) Licensee must cease all use of any Previous Version and Uninstall all copies of the Previous Version, and (b) upon expiration of such period, such Previous Version will no longer constitute Licensed Materials but rather will be deemed to be Excluded Materials and Licensee will no longer have a license for any such Previous Version. At Autodesk’s request, Licensee agrees to destroy or return to Autodesk or the Reseller from which they were acquired all copies of the Previous Version. Autodesk reserves the right to require Licensee to show satisfactory proof that all copies of any Previous Version have been Uninstalled and, if so requested by Autodesk, destroyed or returned to Autodesk or the Reseller from which they were acquired.

1.2.2 Exception for Subscription Licensees. The termination of rights as to Previous Versions described

in Section 1.2.1 (Effect of Upgrades) may not apply to Licensee if and to the extent (a) Licensee has a Subscription and the Subscription Program Terms authorize Licensee to retain such Previous Versions or (b) otherwise authorized in writing by Autodesk.

1.3 Additional Terms. The Licensed Materials (or portions thereof) may be subject to terms (e.g., terms accompanying such Licensed Materials or made available in connection with ordering, installing, downloading, accessing, using or copying such Licensed Materials) that are in addition to or different from the terms set forth in this Agreement, and Licensee agrees to comply with such terms.

1.4 Other Materials. If Autodesk provides or makes available to Licensee any additional materials associated with the Licensed Materials, including any corrections, patches, service packs, updates or upgrades to, or new versions of, the Licensed Materials (including Upgrades) or any Supplemental Materials or User Documentation for the Licensed Materials, (a) such additional materials may include or be subject to other terms in addition to or different from the terms set forth in this Agreement (including, without limitation, additional or different fees, license terms, or restrictions on use), and Licensee agrees to comply with such terms, or (b) if there are no other terms for such additional materials, they will (except as otherwise provided by this Section 1.2 (Upgrades and Previous Versions)) be subject to the same terms (including, without limitation, the licenses, applicable License Type and Permitted Number, and other terms of this Agreement) as the Licensed Materials to which such additional materials apply. In no event will the foregoing result in any rights with respect to Excluded Materials.

1.5 Authorized Users. Licensee may permit the Licensed Materials to be Installed and/or Accessed only by Licensee's Personnel (except as otherwise designated in the applicable License Type), and any such Installation or Access will be subject to any other requirements imposed by this Agreement and the applicable License Type and Permitted Number. Licensee will be responsible for compliance with this Agreement by Licensee's Personnel and any other persons who may have Access to the Autodesk Materials through Licensee (whether or not such Access is authorized by Autodesk or within the scope of the applicable License Type and Permitted Number).

1.6 Third-Party Licensed Materials. The Autodesk Materials may contain or be accompanied by third-party software, data or other materials that are subject to and provided in accordance with terms that are in addition to or different from the terms set forth in this Agreement. Such terms may be included or referenced in or with such third-party software, data or other materials (e.g., in the "About box") or a web page specified by Autodesk (the URL for which may be obtained on Autodesk's website or on request to Autodesk). Licensee agrees to comply with such terms. In addition, Licensee will take sole responsibility for obtaining and complying with any licenses that may be necessary to use third-party software, data or other materials that Licensee uses or obtains for use in conjunction with the Licensed Materials. Licensee acknowledges and agrees that Autodesk has no responsibility for, and makes no representations or warranties regarding, such third-party software, data or other materials or Licensee's use of such third-party software, data or other materials.

1.7 Subscription. Autodesk may offer, and Licensee may elect to acquire, Subscriptions for the Licensed Materials licensed to Licensee under this Agreement (and such Subscriptions may include rights in addition to or different from those set forth in this Agreement). Any Subscriptions are subject to Autodesk's terms therefor, which terms are set forth in the applicable Subscription Program Terms. Licensee agrees that if it requests, accepts, or makes use of any Subscription, Licensee will be bound by such terms, as they may be modified from time to time in accordance with the applicable Subscription Program Terms (and such terms, as so modified from time to time, are a part of and incorporated by reference into this Agreement), and Licensee agrees to comply with such terms. Licensee acknowledges that Autodesk may require a further acceptance of such terms as a condition to providing Subscriptions.

1.8 Services. Autodesk may provide, and Licensee may elect to receive or benefit from, certain Services from time to time. Any Services are subject to Autodesk's terms therefor, which terms are set forth in the applicable Services Terms. Licensee agrees that if it requests, accepts, or makes use of any Services, Licensee will be bound by such terms, as they may be modified from time to time in accordance with the applicable Services Terms (and such terms, as so modified from time to time, are a part of and incorporated by reference into this Agreement), and Licensee agrees to comply with such terms. Licensee acknowledges that Autodesk may require a further acceptance of such terms as a condition to providing Services.

1.9 Archival Copy. Licensee's license under Section 1.1 (License Grant) includes the right to make a single

archival copy of the Licensed Materials in the Territory, provided that (a) the single-copy limitation will not apply to copies made as an incidental part of a routine backup of Licensee's entire computer system on which the Licensed Materials are Installed in accordance with this Agreement, where such backup includes the making of copies of substantially all other software on such computer system and (b) any archival copy may be Accessed or Installed (other than on a backup storage medium from which the Licensed Materials cannot be Accessed) only when and for so long as the primary copy of the Licensed Materials is inaccessible and inoperable. Copies of the Licensed Materials that are Installed and are in excess of the Permitted Number at any time while the primary copy of the Licensed Materials is also Accessible are not "archival copies" as permitted under this Section 1.9 (Archival Copy).

**1.10 Nature of Licenses.** Licensee acknowledges and agrees that when Licensee acquires a license of Licensed Materials, a Subscription or Services, Licensee's acquisition is neither contingent on the delivery of any future features or functionality nor subject to any public or other comments (oral, written or otherwise) made by Autodesk regarding future features or functionality.

**1.11 APIs.** Licensee acknowledges and agrees that any API Information and Development Materials (unless otherwise specified by Autodesk in additional or different terms associated with such API Information or Development Materials) (a) are confidential and proprietary to Autodesk, (b) may not be distributed, disclosed or otherwise provided to third parties, (c) may be used only internally and only in conjunction with and for Licensee's own authorized internal use of the Licensed Materials to which the API Information or Development Materials relate, such as the development and support of applications, modules and components to operate on or with such Licensed Materials, and (d) may only be Installed on the same Computer(s) where such Licensed Materials are permitted to be Installed. Notwithstanding the foregoing or Section 3 (All Rights Reserved), if Licensee develops any such applications, modules and components in accordance with this Agreement, nothing in this Agreement will prohibit Licensee from using such applications, modules and components with (and porting such applications, modules and components to) other software and hardware (including the software and hardware of third parties), if such applications, modules and components (i) do not incorporate or embody any Development Materials or other Autodesk Materials (other than the API Information that was used in the development thereof in accordance with this Agreement) and (ii) do not disclose the API Information. For purposes of this Section 1.11 (APIs), (A) "API Information" means the standard applications programming interface ("API") information generally provided by Autodesk to licensees of the Licensed Materials that specifies the requirements for interfacing to (e.g., invoking or directing the functions of) the software included in such Licensed Materials; and (B) "Development Materials" means SDKs and other toolkits, libraries, scripts, reference or sample code, and similar developer materials included in the Licensed Materials. API Information does not include any implementation of such interface information, any Development Materials, or any other software, module or component.

## **2. License Limitations/Prohibitions**

### **2.1 Limitations and Exclusions.**

**2.1.1 No License Granted/Unauthorized Activities.** The parties acknowledge and agree that, notwithstanding anything to the contrary in this Agreement, no license is granted (whether expressly, by implication or otherwise) under this Agreement (and this Agreement expressly excludes any right) (a) to Excluded Materials, (b) to any Autodesk Materials that Licensee did not acquire lawfully or that Licensee acquired in violation of or in a manner inconsistent with this Agreement, (c) for Installation of or Access to the Licensed Materials beyond the applicable license term (whether a fixed term or Subscription period) or outside the scope of the applicable License Type or Permitted Number, (d) for Installation of the Licensed Materials on any Computer other than a Computer owned or leased, and controlled by Licensee, unless otherwise authorized in writing by Autodesk, (e) to distribute, rent, loan, lease, sell, sublicense, or otherwise provide all or any portion of the Autodesk Materials to any person or entity except as expressly set forth in this Agreement or as expressly authorized in writing by Autodesk, (f) to provide or make available any features or functionality of the Autodesk Materials to any person or entity (other than to and for Licensee itself for the purpose specified in the applicable License Type), whether or not over a network and whether or not on a hosted basis, (g) except as otherwise expressly provided with respect to a specific License Type, to Install or Access or allow the Installation of or Access to the Autodesk Materials over the Internet or other non-local network, including, without limitation, use in connection with a wide area network (WAN), virtual private network (VPN), virtualization, Web hosting, time-sharing, service bureau, software as a service, cloud or other service or technology, (h) to remove, alter or obscure any proprietary notices, labels or marks in the Autodesk Materials, (i) to decompile, disassemble or otherwise reverse engineer the Autodesk Materials, or (j) to translate, adapt, arrange, or create derivative works based on, or otherwise modify the Autodesk Materials for any purpose.

**2.1.2 Licensed Materials as a Single Product.** The Licensed Materials are licensed to Licensee as a

single product and the applicable components may not be separated for Installation or Access (and all such components must be Installed and Accessed on the same Computer except as authorized in writing by Autodesk).

**2.1.3 Territory.** Except as otherwise authorized in writing by Autodesk, the licenses granted in this Agreement are granted only for the Territory. Nothing in this Agreement permits Licensee (including, without limitation, Licensee's Personnel, if any) to Install or Access the Licensed Materials outside of the Territory.

**2.1.4 Effect of Unauthorized Use.** Licensee will not engage in, and will not permit or assist any third party to engage in any of the uses or activities prohibited (or any uses or activities inconsistent with the limitations described) in this Section 2.1 (Limitations and Exclusions) (collectively, "Unauthorized Uses"). Any such Unauthorized Use, and any Installation of or Access to the Licensed Materials provided under this Agreement, outside of the scope of the applicable license grants (including, without limitation, outside the applicable License Type and/or Permitted Number) or otherwise not in accordance with this Agreement, constitute or result in infringement of Autodesk's intellectual property rights as well as a breach of this Agreement. Licensee will notify Autodesk promptly of any such Unauthorized Uses or other unauthorized Installation or Access.

## **2.2 Circumvention.**

**2.2.1** Licensee may not (i) utilize any equipment, device, software, or other means to (or designed to) circumvent or remove any form of technical protection used by Autodesk in connection with the Autodesk Materials, or (ii) Install or Access the Autodesk Materials with any product code, authorization code, serial number, or other copy-protection device not supplied by Autodesk directly or through a Reseller. Without limitation of the generality of the foregoing, Licensee may not utilize any equipment, device, software, or other means to (or designed to) circumvent or remove the Autodesk License Manager or any tool or technical protection measure provided or made available by Autodesk for managing, monitoring or controlling Installation of or Access to Autodesk Materials.

**2.2.2** Licensee may not utilize any equipment, device, software, or other means to (or designed to) circumvent or remove any usage restrictions, or to enable functionality disabled by Autodesk, in connection with the Excluded Materials. Licensee may not bypass or delete any functionality or technical limitations of the Autodesk Materials that (or that are designed to) prevent or inhibit the unauthorized copying of, Installation or Access to the Excluded Materials.

**2.3 Exceptions to Prohibitions.** The prohibitions contained in this Agreement, including, without limitation, this Section 2 (License Limitations/Prohibitions), will not apply to the extent that applicable law (including, without limitation, laws implementing EC Directive 91/250 on the legal protection of computer programs and laws of other jurisdictions relating to similar subject matter) does not allow such prohibitions to be enforced. In addition, this Agreement describes certain legal rights. Licensee may have other rights under the laws of the state or country where the Licensed Materials are acquired, and this Agreement does not change Licensee's rights under the laws of such state or country if and to the extent the laws of such state or country do not permit this Agreement to do so. Licensee will bear the burden of proof in demonstrating that applicable law does not allow enforcement of any such prohibitions or does not permit this Agreement to change particular rights in such state or country.

## **3. All Rights Reserved**

Autodesk and its licensors retain title to and ownership of, and all other rights with respect to, the Autodesk Materials and all copies thereof, including, without limitation, any related copyrights, trademarks, trade secrets, patents, and other intellectual property rights. Licensee has only the limited licenses granted with respect to the Licensed Materials expressly set forth in this Agreement, and Licensee has no other rights, implied or otherwise. Licensee acknowledges and agrees that the Autodesk Materials are licensed, not sold, and that rights to Install and Access the Licensed Materials are acquired only under the license from Autodesk. The structure and organization of Software included in the Autodesk Materials, any source code or similar materials relating to such Software, any API Information and Development Materials (both as described in Section 1.11 (APIs)), and any other Licensed Materials identified as confidential or proprietary are valuable trade secrets of, and confidential and proprietary information to, Autodesk and its suppliers, and (a) may not be distributed, disclosed or otherwise provided to third parties, and (b) may be used only internally and only in conjunction with and for Licensee's own authorized internal use of the Licensed Materials.

#### **4. Privacy; Use of Information; Connectivity**

**4.1 Privacy and Use of Information.** Licensee acknowledges and agrees that Licensee (and third parties acting on Licensee's behalf) may provide, and Autodesk and its Resellers (and third parties acting on behalf of Autodesk and its Resellers) may obtain, certain information and data with respect to Licensee (including, without limitation, personal information) and Licensee's business in connection with this Agreement, including, without limitation, information and data provided to or obtained by Autodesk and its Resellers (or third parties acting on behalf of Autodesk and its Resellers) through the Customer Information Form and otherwise, in connection with ordering, registration, activation, updating, validating entitlement to, auditing, monitoring Installation of and Access to Autodesk Materials, Subscriptions and Services and managing the relationship with Licensee. Licensee hereby consents to Autodesk maintaining, using, storing and disclosing such information and data (including, without limitation, personal information, if any) in conformity with Autodesk's policies on privacy and data protection, as such policies may be updated from time to time, including without limitation Autodesk's Privacy Policy, as currently located at <http://usa.autodesk.com/company/legal-notice-trademarks/privacy-policy>. Without limitation of the generality of the foregoing, Licensee acknowledges that and agrees that: (a) Autodesk may from time to time prompt Licensee (and third parties acting on Licensee's behalf) to provide express agreement to the terms of Autodesk's Privacy Policy and/or express agreement to specific uses of information and data (including, without limitation, personal information); (b) Autodesk may provide information and data, including, without limitation, information and data about Licensee's use of Autodesk Materials, Subscriptions, and Licensee's support requests, to Autodesk affiliates, Resellers and other third parties in connection with the provision, maintenance, administration or usage of Licensed Materials, Subscription or Services or in connection with enforcement of any agreements relating to Licensed Materials, Subscription or Services; and (c) Autodesk may make cross-border transfers of such information and data, including to jurisdictions with privacy or data protection laws that are less protective of Licensee than the jurisdiction in which Licensee is domiciled. Licensee acknowledges and agrees that such policies may be changed from time to time by Autodesk and that, effective upon posting on Autodesk's website or other written notice from Autodesk, Licensee will be subject to such changes.

**4.2 Connectivity.** Certain Licensed Materials may facilitate or require Licensee's access to and use of content and services that are hosted on websites maintained by Autodesk or by third parties. In some cases, such content and services may appear to be a feature or function within, or extension of, the Licensed Materials on Licensee's Computer even though hosted on such websites. Accessing such content or services and use of Licensed Materials may cause Licensee's Computer, without additional notice, to connect automatically to the Internet (transitorily, intermittently or on a regular basis) and to communicate with an Autodesk or third-party website—for example, for purposes of providing Licensee with additional information, features and functionality or to validate that the Licensed Materials and/or content or services are being used as permitted under this Agreement or other applicable terms. Such connectivity to Autodesk websites is governed by Autodesk's policies on privacy and data protection described in Section 4 (Privacy; Use of Information; Connectivity). Such connectivity to websites of third parties is governed by the terms (including the disclaimers and notices) found on such sites or otherwise associated with the third-party content or services. Autodesk does not control, endorse, or accept responsibility for any such third-party content or services, and any dealings between Licensee and any third party in connection with such content or services, including, without limitation, such third party's privacy policies, use of personal information, delivery of and payment for goods and services, and any other terms associated with such dealings, are solely between Licensee and such third party. Autodesk may at any time, for any reason, modify or discontinue the availability of any third-party content or services. Access to and use of certain content and services (whether of Autodesk or third parties) may require assent to separate terms and/or payment of additional fees.

#### **5. Limited Warranty and Disclaimers**

**5.1 Limited Warranty.** Autodesk warrants that, as of the date on which the Licensed Materials are delivered to Licensee and for ninety (90) days thereafter ("Warranty Period"), the Licensed Materials will provide the general features and functions described in the User Documentation portion of the Licensed Materials. Autodesk's entire liability and Licensee's exclusive remedy during the Warranty Period ("Limited Warranty") will be, with the exception of any statutory warranty or remedy that cannot be excluded or limited under law, at Autodesk's option, (i) to attempt to correct or work around errors, if any, or (ii) to refund the license fees, if any, paid by Licensee and terminate this Agreement or the license specific to such Licensed Materials. Such refund is subject to the return, during the Warranty Period, of the Autodesk Materials, with a copy of Licensee's License Identification, to Licensee's local Autodesk office or the Reseller from which Licensee acquired the Autodesk Materials. THE LIMITED WARRANTY SET FORTH IN THIS SECTION GIVES LICENSEE SPECIFIC LEGAL RIGHTS. LICENSEE MAY HAVE ADDITIONAL LEGAL RIGHTS UNDER LAW WHICH VARY FROM JURISDICTION TO JURISDICTION. AUTODESK DOES NOT SEEK TO LIMIT LICENSEE'S WARRANTY RIGHTS TO ANY EXTENT NOT PERMITTED

BY LAW.

5.2 Disclaimer. EXCEPT FOR THE EXPRESS LIMITED WARRANTY PROVIDED IN SECTION 5.1 (LIMITED WARRANTY), AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AUTODESK AND ITS SUPPLIERS MAKE, AND LICENSEE RECEIVES, NO WARRANTIES, REPRESENTATIONS, OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT, OR WARRANTIES OTHERWISE IMPLIED BY STATUTE OR FROM A COURSE OF DEALING OR USAGE OF TRADE) WITH RESPECT TO ANY AUTODESK MATERIALS, SUBSCRIPTION, OR SERVICES (PURSUANT TO SUBSCRIPTION OR OTHERWISE). ANY STATEMENTS OR REPRESENTATIONS ABOUT THE AUTODESK MATERIALS AND THEIR FEATURES OR FUNCTIONALITY IN THE LICENSED MATERIALS OR ANY COMMUNICATION WITH LICENSEE ARE FOR INFORMATION PURPOSES ONLY, AND DO NOT CONSTITUTE A WARRANTY, REPRESENTATION, OR CONDITION. WITHOUT LIMITING THE FOREGOING, AUTODESK DOES NOT WARRANT: (a) THAT THE OPERATION OR OUTPUT OF THE LICENSED MATERIALS WILL BE UNINTERRUPTED, ERROR-FREE, ACCURATE, RELIABLE, OR COMPLETE, WHETHER OR NOT UNDER SUBSCRIPTION OR SUPPORT BY AUTODESK OR ANY THIRD PARTY; (b) THAT ERRORS WILL BE CORRECTED BY AUTODESK OR ANY THIRD PARTY; OR (c) THAT AUTODESK OR ANY THIRD PARTY WILL RESOLVE ANY PARTICULAR SUPPORT REQUEST OR THAT SUCH RESOLUTION WILL MEET LICENSEE'S REQUIREMENTS OR EXPECTATIONS. NOTHING IN THE FOREGOING RESTRICTS THE EFFECT OF WARRANTIES OR CONDITIONS WHICH MAY BE IMPLIED BY LAW WHICH CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED NOTWITHSTANDING A CONTRACTUAL RESTRICTION TO THE CONTRARY.

## 6. **Warnings**

6.1 Functionality Limitations. The Licensed Materials (except for Licensed Materials designed for non-commercial use, such as Autodesk Materials designed to be used for household or other consumer purposes or licensed only for purposes of educational or individual learning) are commercial professional tools intended to be used by trained professionals only. Particularly in the case of commercial professional use, the Licensed Materials are not a substitute for Licensee's professional judgment or independent testing. The Licensed Materials are intended only to assist Licensee with its design, analysis, simulation, estimation, testing and/or other activities and are not a substitute for Licensee's own independent design, analysis, simulation, estimation, testing, and/or other activities, including those with respect to product stress, safety and utility. Due to the large variety of potential applications for the Licensed Materials, the Licensed Materials have not been tested in all situations under which they may be used. Autodesk will not be liable in any manner whatsoever for the results obtained through use of the Licensed Materials. Persons using the Licensed Materials are responsible for the supervision, management, and control of the Licensed Materials and the results of using the Licensed Materials. This responsibility includes, without limitation, the determination of appropriate uses for the Licensed Materials and the selection of the Licensed Materials and other computer programs and materials to help achieve intended results. Persons using the Licensed Materials are also responsible for establishing the adequacy of independent procedures for testing the reliability, accuracy, completeness, and other characteristics of any output of the Licensed Materials, including, without limitation, all items designed with the assistance of the Licensed Materials. Licensee further acknowledges and agrees that the Licensed Materials form part of Licensee's total unique hardware and software environment to deliver specific functionality, and that the Licensed Materials provided by Autodesk may not achieve the results Licensee desires within Licensee's design, analysis, simulation, estimation, and/or testing constraints.

### 6.2 Activation Codes and Security.

6.2.1 Activation Code Required for Installation/Access and Continued Use. Installation of and Access to the Licensed Materials require, and the continued use thereof may from time to time require, activation codes issued by Autodesk. Registration may be required before an activation code is issued by Autodesk. Licensee will provide Autodesk and its Reseller with any information required for such registration and agrees that any information provided to Autodesk or its Reseller will be accurate and current. Licensee will also maintain and update Licensee's registration information, on an ongoing basis, through customer data registration processes, including, without limitation, the Customer Information Form, that may be provided by Autodesk. Licensee acknowledges and agrees that Autodesk may use such information in accordance with its privacy policy (as described or referenced in Section 4 (Privacy; Use of Information; Connectivity)).

6.2.2 Disabling Access. LICENSEE ACKNOWLEDGES AND AGREES THAT INSTALLATION OF AND ACCESS TO LICENSED MATERIALS MAY BE DISABLED BY THE ACTIVATION, SECURITY, AND TECHNICAL PROTECTION MECHANISMS IF LICENSEE TRIES TO TRANSFER ALL OR A PART OF THE LICENSED

MATERIALS TO ANOTHER COMPUTER, IF LICENSEE TAMPERS WITH THE TECHNICAL PROTECTION MECHANISMS OR DATE-SETTING MECHANISMS ON A COMPUTER OR IN THE LICENSED MATERIALS, IF LICENSEE USES THE LICENSED MATERIALS PAST AN APPLICABLE SUBSCRIPTION PERIOD OR FIXED TERM, OR IF LICENSEE UNDERTAKES CERTAIN OTHER ACTIONS THAT AFFECT THE SECURITY MODE OR UNDER OTHER CIRCUMSTANCES AND THAT, IN ANY SUCH EVENT, LICENSEE'S ACCESS TO LICENSEE'S WORK PRODUCT AND OTHER DATA MAY BE AFFECTED. MORE INFORMATION IS CONTAINED IN THE APPLICABLE LICENSED MATERIALS OR AVAILABLE FROM AUTODESK ON REQUEST.

**6.2.3 Effect of Activation Codes.** Licensee acknowledges and agrees that receipt of an activation code (whether or not provided to Licensee in error) will not constitute evidence of or affect the scope of Licensee's license rights. Those rights will be only as set forth in this Agreement and the applicable License Identification.

**6.3 Affected Data.** Work product and other data created with Licensed Materials made available under certain License Types, including licenses that limit the permitted purpose to educational purposes or personal learning purposes, may contain certain notices and limitations that make the work product and other data usable only in certain circumstances (e.g., only in the education field). In addition, if Licensee combines or links work product or other data created with such Licensed Materials with work product or other data otherwise created, then such other work product or data may also be affected by these notices and limitations. Autodesk will have no responsibility or liability whatsoever if Licensee combines or links work product or other data created with such Licensed Materials with work product or other data otherwise created. In addition, Licensee will not remove, alter or obscure any such notices or limitations.

## **7. Limitations of Liability**

**7.1 Limitation on Type and Amount of Liability.** IN NO EVENT WILL AUTODESK OR ITS SUPPLIERS HAVE ANY LIABILITY (DIRECTLY OR INDIRECTLY) FOR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES; FOR LOSS OF PROFITS, USE, REVENUE, OR DATA; OR FOR BUSINESS INTERRUPTION (REGARDLESS OF THE LEGAL THEORY FOR SEEKING SUCH DAMAGES OR OTHER LIABILITY). IN ADDITION, THE LIABILITY OF AUTODESK AND ITS SUPPLIERS ARISING OUT OF OR RELATING TO ANY AUTODESK MATERIALS, SUBSCRIPTION OR SERVICES WILL NOT EXCEED THE AMOUNT PAID OR PAYABLE BY LICENSEE FOR SUCH AUTODESK MATERIALS, SUBSCRIPTION, OR SERVICES, RESPECTIVELY.

**7.2 Application of and Basis for Limitations.** THE LIMITATIONS OF LIABILITY IN THIS SECTION 7 (LIMITATIONS OF LIABILITY) WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW TO ANY DAMAGES OR OTHER LIABILITY, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, WHETHER DERIVED FROM CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE, EVEN IF AUTODESK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITY AND REGARDLESS OF WHETHER THE LIMITED REMEDIES AVAILABLE HEREUNDER FAIL OF THEIR ESSENTIAL PURPOSE. ALSO, LICENSEE AGREES THAT THE LICENSE, SUBSCRIPTION AND SERVICES FEES AND OTHER FEES CHARGED BY AUTODESK AND PAID BY LICENSEE ARE BASED ON AND REFLECTIVE OF THE ALLOCATION OF RISK CONTEMPLATED BY THIS SECTION 7 (LIMITATIONS OF LIABILITY) AND THAT THE LIABILITY LIMITATIONS IN THIS SECTION 7 (LIMITATIONS OF LIABILITY) ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT BETWEEN THE PARTIES.

## **8. Term and Termination**

**8.1 Term; Termination or Suspension.** Each license under this Agreement, with respect to each specific set of Licensed Materials covered by this Agreement, will become effective as of the latest to occur of: (a) this Agreement becoming effective, (b) payment by Licensee of the applicable fees, excluding licenses (such as evaluation licenses) where no fees are required, (c) delivery of the specific Licensed Materials, and (d) in the case of Autodesk Materials provided in connection with a Subscription, upon commencement of the applicable Subscription period. Each of Autodesk or Licensee may terminate this Agreement, Licensee's license as to Licensed Materials, Licensee's Subscription, and/or the provision of Services relating to the Licensed Materials if the other party is in breach of this Agreement and fails to cure such breach within ten (10) days after written notice of the breach. In addition, Autodesk may, as an alternative to termination, suspend Licensee's license as to the Licensed Materials, Licensee's Subscription, the provision of Services relating to the Licensed Materials, and/or other Autodesk obligations or

Licensee rights under this Agreement (or under other terms, if any, relating to materials associated with the Licensed Materials), if Licensee fails to make a payment to Autodesk or a Reseller or otherwise fails to comply with the provisions of this Agreement or other terms relating to any such license, Subscription, Services, or other associated materials. Autodesk may also terminate this Agreement if Licensee becomes subject to bankruptcy proceedings, becomes insolvent, or makes an arrangement with Licensee's creditors. This Agreement will terminate automatically without further notice or action by Autodesk if Licensee goes into liquidation. Licensee acknowledges and agrees that Autodesk may assign or sub-contract any of its rights or obligations under this Agreement.

**8.2 Effect of Termination of Agreement or License.** Upon termination or expiration of this Agreement, the licenses granted hereunder will terminate. Upon termination or expiration of any license granted to Licensee, Licensee must cease all use of Autodesk Materials to which such license applies, any Subscription (including, without limitation, associated services), and any Services and Uninstall all copies of the Autodesk Materials. At Autodesk's request, Licensee agrees to destroy or return to Autodesk or the Reseller from which they were acquired all Autodesk Materials. Autodesk reserves the right to require Licensee to show satisfactory proof that all copies of the Autodesk Materials have been Uninstalled and, if so requested by Autodesk, destroyed or returned to Autodesk or the Reseller from which they were acquired. If Licensee's Subscription is terminated or expires, but this Agreement and Licensee's license to the Licensed Materials remains in effect, any rights of Licensee based on the Subscription (including, without limitation, rights with respect to Previous Versions) will terminate, and (unless otherwise authorized by the Subscription Program Terms) Licensee must comply with the obligations of Section 1.2.1 (Effect of Upgrades) with respect to (including the obligations to cease use of, Uninstall and destroy or return) all copies of such Previous Versions.

**8.3 Survival.** Sections 1.3 (Additional Terms), 1.4 (Other Materials), 1.5 (Authorized Users), 1.6 (Third-Party Licensed Materials), 1.11 (APIs), 2.1.1 (No License Granted/Unauthorized Activities), 2.1.4 (Effect of Unauthorized Use), 2.2 (Circumvention), 3 (All Rights Reserved), 4 (Privacy; Use of Information; Connectivity), 5.2 (Disclaimer), 6 (Warnings), 7 (Limitations of Liability), 8 (Term and Termination), and 9 (General Provisions) and Exhibit A will survive and termination or expiration of this Agreement.

## **9. General Provisions**

**9.1 Notices.** Notices in connection with this Agreement by either party will be in writing and will be sent by electronic mail, postal service, or a delivery service (such as UPS, FedEx or DHL), except that Licensee may not provide notice to Autodesk of an Autodesk breach or provide notice of termination of this Agreement by electronic mail. Notices from Autodesk to Licensee will be effective (a) in the case of notices by email, one (1) day after sending to the email address provided to Autodesk, or (b) in the case of notices by mail or delivery service, five (5) days after sending by regular post or delivery service to the address provided to Autodesk. Licensee hereby consents to service of process being effected on Licensee by registered mail sent to the address set forth on Licensee's Customer Information Form (or, if no Customer Information Form has been provided, Licensee's last address known by Autodesk) if so permitted by applicable law. Notices from Licensee to Autodesk will be effective (a) in the case of notices by email, one (1) day after sending to (and receipt by Autodesk at) CopyrightAgent@autodesk.com, or (b) in the case of notices by mail or delivery service, when received by Autodesk at Autodesk, Inc., 111 McInnis Parkway, San Rafael, California 94903, USA, Attention: CopyrightAgent. If Licensee has a Subscription, either party may also provide notice as set forth in the Subscription Program Terms.

**9.2 Governing Law and Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of (a) Switzerland if Licensee acquired the Autodesk Materials in a country in Europe, Africa or the Middle East, (b) Singapore if Licensee acquired the Autodesk Materials in a country in Asia, Oceania or the Asia-Pacific region, or (c) the State of California (and, to the extent controlling, the federal laws of the United States) if Licensee acquired the Autodesk Materials in a country in the Americas (including the Caribbean) or any other country not specified in this Section 9.2. The laws of such jurisdictions shall govern without reference to the conflicts-of-laws rules thereof. The UN Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act shall not apply to (and are excluded from the laws governing) this Agreement. In addition, each party agrees that any claim, action or dispute arising under or relating to this Agreement will be brought exclusively in (and the parties will be subject to the exclusive jurisdiction of) the Superior Court of the State of California, County of Marin, or the United States District Court for the Northern District of California in San Francisco, except that if Licensee is acquired the Autodesk Materials in (a) a country in Europe, Africa or the Middle East, any such claim or



dispute will be brought exclusively in (and the parties will be subject to the exclusive jurisdiction of) the courts of Switzerland, or (b) a country in Asia, Oceania or the Asia-Pacific region, any such claim or dispute will be brought exclusively in (and the parties will be subject to the exclusive jurisdiction of) the courts of Singapore. Nothing in the foregoing will prevent Autodesk from bringing an action for infringement of intellectual property rights in any country where such infringement is alleged to occur.

9.3 No Assignment; Insolvency. Licensee may not assign this Agreement or any rights hereunder (whether by purchase of stock or assets, merger, change of control, operation of law, or otherwise) without Autodesk's prior written consent, which may be withheld in Autodesk's sole and absolute discretion, and any purported assignment by Licensee will be void. In the context of any bankruptcy or similar proceeding, this Agreement is and will be treated as an executory contract of the type described by Section 365(c)(1) of Title 11 of the United States Code and may not be assigned without Autodesk's prior written consent, which may be withheld in Autodesk's sole and absolute discretion.

9.4 Autodesk Subsidiaries and Affiliates. Licensee acknowledges and agrees that Autodesk may arrange to have its subsidiaries and affiliates engage in activities in connection with this Agreement, including, without limitation, delivering Autodesk Materials and providing Subscriptions and Services, provided that Autodesk (and not such subsidiaries and affiliates) will remain subject to the obligations of Autodesk under this Agreement. Licensee also agrees that Autodesk's subsidiaries and affiliates may enforce (including taking actions for breach of) this Agreement.

9.5 Severability. If and to the extent any provision of this Agreement is held illegal, invalid, or unenforceable in whole or in part under applicable law, such provision or such portion thereof will be ineffective as to the jurisdiction in which it is illegal, invalid, or unenforceable to the extent of its illegality, invalidity, or unenforceability and will be deemed modified to the extent necessary to conform to applicable law so as to give the maximum effect to the intent of the parties. The illegality, invalidity, or unenforceability of such provision in that jurisdiction will not in any way affect the legality, validity, or enforceability of such provision or any other provision of this Agreement in any other jurisdiction.

9.6 No Waiver. No term or provision of this Agreement will be considered waived, and no breach excused, unless such waiver is in writing signed on behalf of the party against which the waiver is asserted. No waiver (whether express or implied) will constitute consent to, waiver of, or excuse of any other, different, or subsequent breach.

9.7 Audits. Licensee agrees that Autodesk has the right to require an audit (electronic or otherwise) of the Autodesk Materials and the Installation thereof and Access thereto. As part of any such audit, Autodesk or its authorized representative will have the right, on fifteen (15) days' prior notice to Licensee, to inspect Licensee's records, systems and facilities, including machine IDs, serial numbers and related information, to verify that the use of any and all Autodesk Materials is in conformance with this Agreement. Licensee will provide full cooperation to enable any such audit. If Autodesk determines that Licensee's use is not in conformity with the Agreement, Licensee will obtain immediately and pay for a valid license to bring Licensee's use into compliance with this Agreement and other applicable terms and pay the reasonable costs of the audit. In addition to such payment rights, Autodesk reserves the right to seek any other remedies available at law or in equity, whether under this Agreement or otherwise.

9.8 Language. The English language version of this Agreement is legally binding in case of any inconsistencies between the English version and any translations. If Licensee purchased the license for the Licensed Materials in Canada, Licensee agrees to the following: The parties hereto confirm that it is their wish that this Agreement, as well as other documents relating hereto, including notices, have been and shall be written in the English language only. Les parties ci-dessus confirment leur désir que cet accord ainsi que tous les documents, y compris tous avis qui s'y rattachent, soient rédigés en langue anglaise.

9.9 Construction. Ambiguities in this Agreement will not be construed against the drafter.

9.10 Force Majeure. Autodesk will not be liable for any loss, damage or penalty resulting from delays or failures in performance resulting from acts of God, supplier delay or other causes beyond Autodesk's reasonable control.

9.11 U.S. Government Rights. All Autodesk Materials provided to the U.S. Government are provided with the same commercial license rights and restrictions described herein.

9.12 Export Control. Licensee acknowledges that the Autodesk Materials are subject to the export control laws and regulations of the United States ("U.S.") and will abide by those laws and regulations. Under U.S. export control laws and regulations, the Autodesk Materials may not be downloaded or otherwise exported, re-exported, or transferred to restricted countries, to restricted end users or for restricted end uses. Licensee represents, warrants and covenants that neither Licensee nor Licensee's Personnel (a) are located in, or a resident or a national of, a restricted country; (b) are on any of the U.S. government lists of restricted end users; and (c) will, unless otherwise authorized under U.S. export control regulations, use Autodesk Materials in any restricted end use, including, without limitation, design, analysis, simulation, estimation, testing, or other activities related to nuclear, chemical/biological weapons, rocket systems or unmanned air vehicles applications. Licensee understands that the requirements and restrictions of U.S. law as applicable to Licensee may vary depending on the Autodesk Materials downloaded and may change over time, and that, to determine the precise controls applicable to the Autodesk Materials, it is necessary to refer to the U.S. Export Administration Regulations and the U.S. Department of Treasury, Office of Foreign Assets Control Regulations.

9.13 Entire Agreement. This Agreement and any other terms referenced in this Agreement (such as the Subscription Program Terms and the Services Terms) constitute the entire agreement between the parties (and merges and supersedes any prior or contemporaneous agreements, discussions, communications, agreements, representations, warranties, advertising or understandings) with respect to the subject matter hereof, except that particular Autodesk Materials may be subject to additional or different terms associated with such Autodesk Materials. The parties acknowledge that, in entering into this Agreement, they are not relying on any agreements, discussions, communications, agreements, representations, warranties, advertising or understandings other than as expressly set forth in this Agreement. Licensee acknowledges and agrees that Autodesk may add to or change the Subscription Program Terms and the Services Terms from time to time, provided that Autodesk will provide written notice of the additions or changes (and may allow Licensee not to renew, may permit Licensee to terminate, and may offer other options with respect to Subscriptions or Services) before the additions or changes are effective as to Licensee. In the event of a conflict between this Agreement and any other terms of Autodesk (including, without limitation, the Subscription Program Terms, the Services Terms, or such additional or different terms), the other terms will apply. Terms stipulated by Licensee in any communication by Licensee which purport to vary this Agreement or such other terms will be void and of no effect unless agreed in a writing signed by an authorized representative of Autodesk. Any other modifications to this Agreement will also be invalid unless agreed to in a writing signed by an authorized representative of Autodesk.

## **Exhibit A**

### **Definitions**

1. "Access" or "Accessible" means, with respect to a computer program or other materials, (a) to use or execute the computer program or other materials or (b) to use or otherwise benefit from the features or functionality of the computer program or other materials.
2. "Agreement" means this License and Services Agreement, including all exhibits and schedules thereto, as the License and Services Agreement may be amended from time to time in accordance with the terms thereof.
3. "Authorized User" means any individual person who Installs or Accesses, or is authorized to Install or Access, any of the Licensed Materials.
4. "Autodesk" means Autodesk, Inc., a Delaware corporation, except that if, Licensee acquires a license to the Autodesk Materials in (a) a country in Europe, Africa or the Middle East, "Autodesk" means Autodesk Development Sàrl or (b) a country in Asia, Oceania or the Asia-Pacific region, "Autodesk" means Autodesk Asia Pte Ltd.
5. "Autodesk License Manager" means the tool known as Autodesk License Manager or any future Autodesk tool for managing, monitoring or controlling Installation of or Access to Autodesk Materials.
6. "Autodesk Materials" means any materials distributed or made available by Autodesk, directly or indirectly,

including Software, Supplemental Materials, User Documentation and Excluded Materials (whether or not licensed to Licensee).

7. “Computer” means (i) a single electronic device, with one or more central processing units (CPUs), that accepts information in digital or similar form and manipulates the information for a specific result based on a sequence of instructions, or (ii) a software implementation of such a device (or so-called virtual machine).

8. “Customer Information Form” means a form completed by or on behalf of Licensee and submitted to Autodesk or a Reseller, directly or indirectly, in connection with Licensee’s order for a license of Autodesk Materials, Subscription or Services.

9. “Educational Purposes” means purposes directly related to learning, teaching, training, and research and development that are part of the instructional functions performed by a primary or secondary educational institution or any degree-granting or certificate-granting institution or any learning, teaching or training facilities, but does not include commercial, professional or for-profit instructional or other purposes.

10. “Evaluation Purposes” means purposes of evaluation and demonstration of the capabilities of the Software or Supplemental Materials but excludes competitive analysis and any commercial, professional, or other for-profit purposes.

11. “Excluded Materials” means any materials, including Software, Supplemental Materials or User Documentation (and including, without limitation, any computer programs, modules or components of a computer program, functionality or features of a computer program, explanatory printed or electronic materials, content or other materials, if any), that may be provided or become available to Licensee, by any means, or that are on any media delivered to Licensee, for which (a) Licensee does not have a License Identification, or (b) Licensee has not paid (and continued to pay) the applicable fees. Licensee acknowledges that Excluded Materials are included on media or via download for convenience of the licensing mechanism used by Autodesk, and inclusion does not in any way authorize, expressly or impliedly, a right to use such Excluded Materials.

12. “Faculty” means Personnel of a primary or secondary educational institution or any degree-granting or certificate-granting educational institution or any learning, teaching or training facilities and who upon request by Autodesk is able to provide proof of such status.

13. “Install” and “Installation” means, with respect to a computer program or other materials, to copy the program or other materials onto a hard disk or other storage medium.

14. “License Identification” means one or more designations by Autodesk that set forth the License Type (among other things) for Licensee’s license of the Licensed Materials. The License Identification may be (a) located (i) in the Licensed Materials (e.g., in an “About” box, license information dialog box, or text file of Software), (ii) on or with Autodesk packaging, or (iii) in a written confirmation or other notice issued to Licensee by Autodesk and transmitted via email, facsimile, physical delivery, or otherwise, or (b) obtained from Autodesk on request. For clarification, License Identification does not include a designation, confirmation, packaging or other document provided by a Reseller or other third party.

15. “License Type” means a type of license specified by Autodesk for Autodesk Materials, including the types set forth in Exhibit B. License Type includes the terms specified by Autodesk for each type of license, including the applicable terms set forth in Exhibit B. License Type is determined by Autodesk and may be specified in the applicable License Identification.

16. “Licensed Materials” means Software, Supplemental Materials and User Documentation (a) downloaded by clicking on the “I accept” button or other button or mechanism associated with this Agreement or by otherwise indicating assent to this Agreement, (b) delivered prepackaged with this Agreement, or (c) otherwise accompanied by this Agreement, provided that (i) in the case of Software, the Software is identified in an applicable License Identification, and (ii) Licensee has paid (and continues to pay) the applicable fees. Licensed Materials also includes Supplemental Materials and User Documentation that Autodesk provides or makes available to Licensee for use with Software licensed under this Agreement if there are no separate terms for such materials specified by Autodesk. Licensed Materials includes, without limitation, any error corrections, patches, service packs, updates and upgrades to, and new versions of, the Licensed Materials that Autodesk provides or makes available to Licensee under Licensee’s then-current license. Licensee acknowledges that availability of Upgrades and new versions may be

subject to additional fees and the Subscription Program Terms. In addition, Licensed Materials includes, without limitation, any Previous Versions and other Autodesk Materials that Licensee receives or retains pursuant to the Subscription Program Terms, but only for so long as and to the extent expressly authorized by the Subscription Program Terms. Notwithstanding the foregoing (or any other provision of this Agreement), Licensed Materials in all cases excludes Excluded Materials.

17. “Licensee” means (a) the company or other legal entity on behalf of which Autodesk Materials are acquired, if the Autodesk Materials are acquired on behalf of such an entity (e.g., by an employee, independent contractor, or other authorized representative), or (b) if there is no such entity, the individual who accepts this Agreement (e.g., by selecting the “I accept” button or other button or mechanism associated with this Agreement or otherwise indicating assent to this Agreement, or by installing, downloading, accessing, or otherwise copying or using all or any portion of the Autodesk Materials). For clarification, “Licensee” refers only to a single, specifically identified legal entity or individual, and does not include any subsidiary or affiliate of any such legal entity or individual or any other related person.

18. “Licensee’s Internal Business Needs” means, in reference to Licensed Materials, the use of such Licensed Materials (and the features and functionality thereof) by Licensee’s own Personnel to meet the internal requirements of Licensee’s business in the ordinary course of such business, provided that Internal Business Needs will in no event include providing or making available such Licensed Materials (or the features or functionality thereof) to any third party.

19. “Networked Basis” means a computing environment that includes a Computer acting as a file server which allows the Licensed Materials Installed on such Computer to be uploaded and Installed to, and operated, viewed or otherwise Accessed from, other Computers through a local area network connection or through a VPN connection subject to compliance with the VPN Requirements.

20. “Permitted Number” means a maximum number (e.g., number of authorized users, number of concurrent users, number of computers, sessions, etc.) applicable to a license of the Licensed Materials and to the License Type associated with such license. Such number is determined by Autodesk and may be specified in the applicable License Identification.

21. “Personal Learning Purposes” means (i) personal learning as a Student or (ii) in the case of a non-Student, personal learning, excluding (a) in-person or online classroom learning in any degree-granting or certificate granting program, and (b) learning related to any commercial, professional or other for-profit purposes.

22. “Personnel” means (a) Licensee’s individual employees and (b) individual persons who are independent contractors working on Licensee’s premises and who Install and Access the Licensed Materials only on and through Computers owned or leased and controlled by Licensee.

23. “Previous Versions” means, as to any then-current release of Licensed Materials, a prior release of the Licensed Materials as to which such then-current release is a successor or substitute (as determined by Autodesk).

24. “Reseller” means a distributor or reseller authorized directly or indirectly by Autodesk to distribute authentic Autodesk Materials to Licensee.

25. “Services” means services (including the results of services) provided or made available by Autodesk, including, without limitation, support services, storage, simulation and testing services, training and other benefits, but excluding services provided or made available as part of Subscription.

26. “Services Terms” means the terms for Services set forth at a location where a user may order or register for, or that is displayed in connection with ordering or registering for, such Services (e.g., a web page) or, if there are no such terms, at <http://usa.autodesk.com/company/legal-notice-trademarks/terms-of-use> or any successor or supplemental web page of Autodesk.

27. “Software” means a computer program, or a module or component of a computer program, distributed or made available by Autodesk. The term “Software” may also refer to functions and features of a computer program.

28. “Stand-alone Basis” means (i) the Licensed Materials are Installed on a single Computer and (ii) the Licensed Materials cannot be Installed on, or operated, viewed or otherwise Accessed from or through, any other Computer (e.g., through a network connection of any kind).

29. “Student” means an individual person who is, (i) at the time of Installation of Licensed Materials, enrolled (a) at a recognized degree-granting or certificate-granting educational institution for three (3) or more credit hours in a degree-granting or certificate granting education program or (b) in a nine (9) month or longer certificate program and (ii) upon request by Autodesk is able to provide proof of such enrollment.
30. “Subscription” is the program offered generally by Autodesk under which Autodesk provides (among other things) updates and upgrades to, new versions of, and certain other support, services and training relating to Autodesk Materials.
31. “Subscription Program Terms” means the terms for Subscriptions set forth at <http://usa.autodesk.com/company/legal-notice-trademarks/support-terms-and-conditions> or any successor or supplemental web page of Autodesk (the URL for which may be obtained on Autodesk’s website or on request).
32. “Supplemental Materials” means materials, other than Software and related User Documentation, that are distributed or made available by Autodesk for use with Software. Supplemental Materials include, without limitation, (a) content, such as sample drawings and designs, modules for drawings and designs, and representations of elements used in drawings and designs (e.g., buildings, parts of buildings, fixtures, furniture, bridges, roads, characters, backgrounds, settings and animations), (b) background materials, such as building codes and descriptions of building practices, (c) tools for rendering the output of the Software, such as fonts, and (d) Development Materials, application programming interfaces (APIs), and other similar developer materials (including API Information).
33. “Territory” (a) means the country specified in the License Identification, or (b) if there is no such License Identification, or no country is specified in the License Identification, means the country in which Licensee acquires a license to the Autodesk Materials. If the License Identification specifies, or Licensee acquires the Autodesk Materials in, a member country of the European Union or the European Free Trade Association, Territory means all the countries of the European Union and the European Free Trade Association.
34. “Uninstall” means to remove or disable a copy of Autodesk Materials from a hard drive or other storage medium through any means or otherwise to destroy or make unusable a copy of the Autodesk Materials.
35. “Upgrade” means a full commercial version of Licensed Materials (a) which is a successor to or substitute for a prior release of such Licensed Materials (and may incorporate error corrections, patches, service packs and updates and upgrades to, and may enhance or add to the features or functionality of, the prior release), (b) is provided to a Licensee who has previously licensed the applicable prior release from Autodesk and (c) for which Autodesk generally charges a separate fee or makes available solely to customers under Subscription. An Upgrade does not include Autodesk Material that Autodesk treats as a separate product. Whether Autodesk Materials are an Upgrade is determined by Autodesk and may be specified in the applicable License Identification.
36. “User Documentation” means the explanatory or instructional materials for Software or Supplemental Materials (including materials regarding use of the Software or Supplemental Materials), whether in printed or electronic form, that Autodesk or a Reseller incorporates in the Software or Supplemental Materials (or the packaging for the Software or Supplemental Materials) or otherwise provides to its customers when or after such customers license, acquire or Install the Software or Supplemental Materials.
37. “VPN Requirements” means (i) the Licensed Materials are Accessed through a secure virtual private network (“VPN”); (ii) the maximum number of concurrent users Accessing the Licensed Materials (on a Networked Basis or through the VPN) does not exceed the Permitted Number at any time; (iii) all copies of the Licensed Materials are Installed and Accessed exclusively in conjunction with the technical protection device (if any) supplied with the Licensed Materials; and (iv) the VPN connection is secure and complies with current industry standard encryption and protection mechanisms.

## **Exhibit B**

### **License Types**

1. Stand-alone (Individual) License. If the License Identification identifies the License Type as a “Stand-alone

License" or as an "Individual License," Licensee may Install a single primary copy of the specific release of the Licensed Materials designated in the applicable License Identification on one (1) Computer, on a Stand-alone Basis, and permit Access to such primary copy of the Licensed Materials solely by Licensee's Personnel, and solely for Licensee's Internal Business Needs. Licensee may also Install a single additional copy of such Licensed Materials on one (1) additional Computer, on a Stand-alone Basis; provided that (i) such additional copy of the Licensed Materials is Accessed solely by the same person as the primary copy; (ii) such person is Licensee (if Licensee is an individual) or an employee of Licensee; (iii) such person Accesses the additional copy solely to perform work while away from that person's usual work location and solely for Licensee's Internal Business Needs; and (iv) the primary and additional copies are not Accessed at the same time. Stand-alone (Individual) License is for a perpetual term, except as otherwise provided in this Agreement.

2. Multi-seat Stand-alone License. If the License Identification identifies the License Type as a "Multi-seat Stand-alone License," Licensee may Install primary copies of the specific release of the Licensed Materials designated in the applicable License Identification on up to the Permitted Number of Computers, on a Stand-alone Basis, and permit Access to such copies of the Licensed Materials solely by Licensee's Personnel, and solely for Licensee's Internal Business Needs. Licensee may also Install additional copies of such Licensed Materials on additional Computers in an amount up to the Permitted Number of Computers, on a Stand-alone Basis; provided that (i) each additional copy of such Licensed Materials is Accessed solely by the same person as the primary copy; (ii) such person is Licensee (if Licensee is an individual) or an employee of Licensee; (iii) such person Accesses the additional copy solely to perform work while away from that person's usual work location and solely for Licensee's Internal Business Needs; and (iv) the primary and additional copies are not Accessed at the same time. Multi-seat Stand-alone License is for a perpetual term, except as otherwise provided in this Agreement.

3. Network License. If the License Identification identifies the License Type for the Licensed Materials as a "Network License," Licensee may Install copies of the specific release of the Licensed Materials designated in the applicable License Identification on a Computer and permit Access to such Licensed Materials on multiple Computers, on a Networked Basis, solely by Licensee's Personnel, solely for Licensee's Internal Business Needs, only so long as the maximum number of concurrent Authorized Users does not exceed the Permitted Number of Authorized Users or other limits imposed by the Autodesk License Manager (if any). Licensee may, at Licensee's option, also Install the Licensed Materials on a Hot Backup Server; provided that Licensee may Access the Licensed Materials on the Hot Backup Server only during the time period when, and solely for as long as, the primary Installed copy of the Licensed Materials is inoperable and only subject to the same terms and conditions as are applicable to the primary Installed copy. A "Hot Backup Server" means a file server Computer that has a second copy of the Software and Supplemental Materials Installed but that is not permitted to be Accessible except when the primary Installed copy of the Software and Supplemental Materials are inoperable and only for so long as such primary Installed copy is inoperable. A Network License is for a perpetual term, except as otherwise provided in this Agreement.

4. Educational Stand-alone (Individual) License. If the License Identification identifies the License Type as an "Educational Stand-alone (Individual) License," Licensee may Install a copy of the specific release of the Licensed Materials designated in the applicable License Identification on one (1) Computer, subject to certain functional limitations described in Section 6.3 (Affected Data), on a Stand-alone Basis, and permit Access to such copy of the Licensed Materials solely by Students (and such Students are deemed to be Personnel of Licensee for purposes of the Educational Stand-alone (Individual) License) and Faculty at degree-granting or certificate-granting educational institutions, solely for Educational Purposes and only at and from locations that are not operated for commercial, professional or for-profit purposes. An Educational Stand-alone (Individual) License is for a perpetual term, except as otherwise provided in this Agreement.

5. Educational Multi-seat Stand-alone License. If the License Identification identifies the License Type as an "Educational Multi-seat Stand-alone License," Licensee may Install copies of the specific release of the Licensed Materials designated in the applicable License Identification on up to the Permitted Number of Computers, subject to certain functional limitations described in Section 6.3 (Affected Data), on a Stand-alone Basis, and permit Access to such copies of the Licensed Materials solely by Students (and such Students are deemed to be "Personnel" of Licensee for purposes of the Educational Multi-seat Stand-alone License) and Faculty at degree-granting or certificate-granting educational institutions, solely for Educational Purposes, and only at and from locations that are not operated for commercial, professional or for-profit purposes. An Educational Multi-seat Stand-alone License is for a perpetual term, except as otherwise provided in this Agreement.

6. Educational Network License. If the License Identification identifies the License Type as an "Educational Network License," Licensee may Install copies of the specific release of the Licensed Materials designated in the applicable License Identification on a single file server Computer, subject to certain functional limitations described in Section 6.3 (Affected Data), and Access such Licensed Materials on multiple Computers on a Networked Basis, and permit Access to such copies of the Licensed Materials solely by Students (such Students are deemed to be "Personnel" of Licensee for purposes of the Educational Network License) and Faculty at degree-granting or certificate-granting educational institutions, solely for Educational Purposes, only so long as the maximum number of concurrent Authorized Users does not exceed the Permitted Number of Authorized Users, and only at and from locations that are not operated for commercial, professional or for-profit purposes. An Educational Network License is for a perpetual term, except as otherwise provided in this Agreement.

7. Student License. If the License Identification identifies the License Type as a "Student License" in the applicable License Identification, Licensee may Install a copy of the specific release of the Licensed Materials designated in the applicable License Identification on one (1) Computer, subject to certain functional limitations described in Section 6.3 (Affected Data), on a Stand-alone Basis, and permit Access to such copy of the Licensed Materials solely by a Student or Faculty, solely for Personal Learning Purposes, and only at and from locations that are not labs or classrooms and are not operated for commercial, professional or for-profit purposes. A Student License is for a fixed term specified in the applicable License Identification. If no such term is specified, the term is thirty-six (36) months from Installation or as otherwise authorized in writing by Autodesk.

8. Personal Learning License. If the License Identification identifies the License Type as a "Personal Learning License" in the applicable License Identification, Licensee may Install a copy of the specific release of the Licensed Materials designated in the applicable License Identification on one (1) Computer, subject to certain functional limitations described in Section 6.3 (Affected Data), on a Stand-alone Basis, and permit Access to such copy of the Licensed Materials solely by Licensee, as an individual, solely for Personal Learning Purposes and only at and from locations that are not labs or classrooms and are not operated for commercial, professional or for-profit purposes. A Personal Learning License Stand-alone is for a fixed term specified in the applicable License Identification. If no such term is specified, the term is thirteen (13) months from Installation.

9. Evaluation/Demonstration/Trial. If Autodesk identifies the License Type as a "demonstration", "evaluation", "trial," "not for resale" or "NFR" version (each, an "Evaluation License") in the applicable License Identification, Licensee may Install a copy of the specific release of the Licensed Materials designated in the applicable License Identification on one (1) Computer, subject to certain functional limitations described in Section 6.3 (Affected Data), on a Stand-alone Basis, and permit Access to such copy of the Licensed Materials, solely by Licensee's Personnel, solely for Evaluation Purposes, only so long as the maximum number of concurrent Authorized Users does not exceed one (1), and only from Licensee's work location. An Evaluation License is for a fixed term specified in the applicable License Identification. If no such term is specified, the term is thirty (30) days from Installation or as otherwise authorized in writing by Autodesk.

10. Fixed Term/Limited Duration/Rental License. If Autodesk identifies a license in the applicable License Identification as being for a specified period or limited duration or as having a fixed term (other than the licenses in B.7, B.8, or B.9) or as a rental license, Licensee's right to Install and Access the Licensed Materials will continue only for the period, duration or term specified in the License Identification. Such Installation and Access will be in accordance with and subject to the applicable License Type and Permitted Number. If Autodesk identifies a license in the applicable License Identification as being for a specified period or limited duration, or as having a fixed term, or a rental license but no period, duration or term is specified in the License Identification, the period, duration or term will be ninety (90) days from Installation.

11. Session Specific Network License. If the License Identification identifies the License Type as a "Session Specific Network License", Licensee may install one (1) copy of the specific release of the Licensed Materials designated in the applicable License Identification on a Computer and permit Access to such Licensed Materials from multiple Computers through a Supported Virtualization Application, on a Networked Basis, solely by Licensee's Personnel, solely for Licensee's Internal Business needs, only so long as the maximum number of concurrent Sessions does not exceed the Permitted Number or other limits imposed by the Autodesk License Manager tool (if any). For purposes of this Session Specific Network License, (a) a "Session" is defined as a single interactive information exchange between two Computers that are connected through a Supported Virtualization Application, and (b) "Supported Virtualization Application(s)" are those third party virtualization applications or methods that are specifically identified as supported by Autodesk in the User Documentation for the Licensed Materials. With respect to the applicable Supported Virtualization Application, Licensee agrees to activate any available session tracking mechanism, not disable any such session tracking mechanism and to retain all records generated by such session

tracking mechanism. A Session Specific Network License is for a perpetual term, except as otherwise provided in this Agreement.