

Autodesk
SOFTWARE LICENSE AGREEMENT
U.S./Canada

READ CAREFULLY: AUTODESK, INC. (“AUTODESK”) LICENSES THIS SOFTWARE TO YOU ONLY UPON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS CONTAINED IN THIS SOFTWARE LICENSE AGREEMENT (“AGREEMENT”).

BY SELECTING THE “I ACCEPT” BUTTON BELOW THIS AGREEMENT OR BY COPYING, INSTALLING, UPLOADING, ACCESSING OR USING ALL OR ANY PORTION OF THE SOFTWARE YOU AGREE TO ENTER INTO THIS AGREEMENT. A CONTRACT IS THEN FORMED BETWEEN AUTODESK AND EITHER YOU PERSONALLY, IF YOU ACQUIRE THE SOFTWARE FOR YOURSELF, OR THE COMPANY OR OTHER LEGAL ENTITY FOR WHICH YOU ARE ACQUIRING THE SOFTWARE.

IF YOU DO NOT AGREE OR DO NOT WISH TO BIND YOURSELF OR THE ENTITY YOU REPRESENT: (A) DO NOT COPY, INSTALL, UPLOAD, ACCESS OR USE THE SOFTWARE; (B) SELECT THE “I REJECT” BUTTON BELOW THIS AGREEMENT (WHICH WILL CANCEL THE LOADING OF THE SOFTWARE); AND (C) WITHIN THIRTY (30) DAYS FROM THE DATE OF ACQUISITION, RETURN THE SOFTWARE TO THE LOCATION WHERE YOU ACQUIRED IT FOR A REFUND.

COPYING, INSTALLATION, UPLOADING, ACCESS OR USE OF THIS SOFTWARE OR ANY ACCOMPANYING DOCUMENTATION OR MATERIALS EXCEPT AS PERMITTED BY AGREEMENT IS UNAUTHORIZED AND CONSTITUTES A MATERIAL BREACH OF THIS AGREEMENT AND AN INFRINGEMENT OF THE COPYRIGHT AND OTHER INTELLECTUAL PROPERTY RIGHTS IN SUCH SOFTWARE AND DOCUMENTATION. IF YOU COPY, INSTALL, UPLOAD, ACCESS OR USE ALL OR ANY PORTION OF THIS SOFTWARE OR ITS USER DOCUMENTATION WITHOUT ENTERING INTO THIS AGREEMENT OR OTHERWISE OBTAINING WRITTEN PERMISSION OF AUTODESK, YOU ARE VIOLATING COPYRIGHT AND OTHER INTELLECTUAL PROPERTY LAW. YOU MAY BE LIABLE TO AUTODESK AND ITS LICENSORS FOR DAMAGES, AND YOU MAY BE SUBJECT TO CRIMINAL PENALTIES.

1. DEFINITIONS

1.1 “Access” means to use or benefit from using the functionality of the Software.

1.2 “Autodesk Materials” is the collective term for the Software, User Documentation and Excluded Materials.

1.3 “Computer” means 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.

1.4 “Excluded Materials” means any programs, modules, components or functionality, if any, that may be included on media or with materials delivered to You that are not within the License Parameters as described in the User Documentation, or for which You have not paid the applicable fees.

1.5 “Install” means to place a copy of Software onto a hard disk or other storage medium through any means (including, but not limited to, use of an installation utility application accompanying the Software).

1.6 “License Parameters” means the definition and limitation of the applicable license scope in Section 2.2 hereof.

1.7 “Permitted Number” means a number relevant for the applicable License Parameters that Autodesk may specify in the applicable User Documentation. The Permitted Number is one (1) unless otherwise provided by in such User Documentation.

1.8 “Software” means the computer program in which this Agreement is embedded or that is delivered prepackaged with this Agreement. If programs are delivered to You as part of a bundled package, suite or series, the term Software shall include all programs delivered to You as part of that bundled package, suite or series and described in the User Documentation.

1.9 “Territory” means the country in which You acquire the Software, unless you acquire the Software in a member country of the European Economic Area (“E.E.A.”), in which the case “Territory” means the E.E.A.

1.10 “User Documentation” means the explanatory printed or electronic materials that Autodesk or its authorized distributor incorporates in or delivers in or on a package with the Software or sends to You on an invoice, via email, facsimile or otherwise after You acquire or Install the Software, including, but not limited to, license specifications, activation code, license files, instructions on how to use the Software, and/or technical specifications.

1.11 “You” means you personally (*i.e.*, the individual who reads and is prompted to accept this Agreement) if you acquire the Software for yourself or the company or other legal entity for whom you acquire the Software.

2. SOFTWARE LICENSE

2.1 License Grant. Autodesk grants You a non-sublicensable, non-exclusive, non-transferable, limited license to use copies of the Software and User Documentation in Your Territory, in accordance with the applicable User Documentation, within the scope of the License Parameters. Autodesk’s license grant is conditioned on Your continuous compliance with all license limitations and restrictions described in this Agreement. If You violate any of these limitations or restrictions, the license grant will automatically and immediately expire. The license descriptions in this Section 2 (Software License) define the scope of rights that Autodesk grants to You. Any usage of the Software or User Documentation outside the scope of the applicable license grant constitutes an infringement of Autodesk’s intellectual property rights as well as a material breach of this Agreement. No license is granted under the terms of this Agreement to Excluded Materials (if any). No license is granted under the terms of this Agreement if you did not lawfully acquire the Software.

2.2 License Parameters. Autodesk’s license grant is subject to one or more of the License Parameters defined in this Section 2.2 (License Parameters) as specified in the User Documentation. Unless Autodesk expressly specifies or agrees otherwise in the User Documentation, all Software shall be governed solely by license for Standalone (Individual) Versions set forth in Section 2.2.1 (Standalone (Individual) Version).

2.2.1 Standalone (Individual) Version. If Autodesk identifies the Software as a “Standalone Version” or as an “Individual Version” or if the User Documentation does not identify the Software by any of the version designations set forth in Sections 2.2.2 (Multi-Seat Standalone) through 2.2.6 (Evaluation Version), You may Install and Access one (1) copy of the Software on one (1) individual Computer, solely for Your internal business needs. You may not allow the Software to be Accessed, , operated, or viewed from, or Installed or uploaded to, other Computers through a network connection. Except as otherwise explicitly permitted, You may not Install or Access the Software other than on one (1) Computer at a time.

2.2.2 Multi-Seat Standalone Version. If Autodesk identifies the Software as a “Multi-Seat

Standalone Version”, You may Install and Access the Permitted Number of copies of the Software on the Permitted Number of individual Computers, solely for Your internal business needs. You may not allow the Software to be Accessed, operated or viewed from, or Installed or uploaded to, other Computers through a network connection. Except as otherwise explicitly permitted, You may not Install or Access the Software other than on the Permitted Number of Computers at any one time,

2.2.3 Network Version. If Autodesk identifies the Software as a “Network Version” in the applicable User Documentation, You may Install and Access one (1) copy of the Software on Your Computer file server, for Your own internal business needs, using the Autodesk License Manager tool (if any). The Software may be Installed on or Accessed by other Computers, or on an individual Computer, as a multiple-user installation, so long as the maximum number of concurrent users does not exceed the Permitted Number.

2.2.4 Educational Institutional Version. If Autodesk identifies the Software as an “Educational Institutional Version” in the applicable User Documentation, You may Install and Access one (1) copy of the Software on up to the Permitted Number of Computers, only for educational purposes (as further specified in the applicable User Documentation) and for no other purpose. Without limiting the foregoing, Educational Institutional Versions of the Software may not be used for commercial, professional, commercial training or other for-profit purposes. Additionally, functional limitations apply, as set forth in Section 6 (Warnings).

2.2.5 Student Version. If Autodesk identifies the Software as a “Student Version” or “Personal Learning Edition” (each, a “Student Version”) in the applicable User Documentation, You may Install and Access a single copy of the Software on up to the Permitted Number of Computers, only for personal learning purposes, and no other purpose. Unless otherwise provided by Autodesk in the User Documentation, Student Versions of the Software may be used for a period of one (1) year from the date You first Install the Software. Without limiting the foregoing, Student Versions of the Software may not be used for commercial, professional or other for-profit purposes and may only be used by persons who qualify as a permitted user of Student Versions (as further specified in the applicable User Documentation for Your Territory). Additionally, functional limitations apply, as set forth in Section 6 (Warnings).

2.2.6 Evaluation Version. If Autodesk identifies the Software as a demonstration, evaluation, trial, or not for resale version (“Evaluation Version”) in the applicable User Documentation, You may Install and Access one copy of the Software only for the purpose of commercial evaluation and demonstration. Without limiting the foregoing, You may not use it for competitive analysis, or commercial, professional, or other for-profit purposes. The Evaluation Version may only be Installed for a thirty (30) day evaluation period, unless otherwise specified by Autodesk in writing. Additionally, functional limitations apply, as set forth in Section 6 (Warnings).

2.2.7 License Term. Subject to the terms and conditions of this Agreement, the license to use the Software is perpetual, unless the Software qualifies as an Evaluation Version, a Student Version, or is designated as a fixed-term license, a limited duration license or a rental license. In such cases, the term of the license shall be the term identified by Autodesk in the applicable User Documentation (the “Designated Term”) or the term for which You have paid, whichever is less. If Autodesk identifies the Software as licensed for a fixed term, limited duration or rental and does not specify a term, then the Designated Term shall expire ninety (90) days after the date You first Install the Software. Use of this Software beyond the applicable license term, or any attempt to defeat the time-control disabling function in the Software is an unauthorized use and constitutes a material violation of this Agreement and intellectual property law.

2.3 Upgrades. If Autodesk labels the Software in the User Documentation as an upgrade or update (“New Version”) to software previously licensed to You (“Previous Version”), You must destroy all copies of the Previous Version, including any copies Installed on Your hard disk drive, and upon request by Autodesk return any User Documentation to Autodesk or the authorized distributor

from whom You acquired the Previous Version within one hundred twenty (120) days of Installing the New Version. Autodesk reserves the right to require You to show satisfactory proof that the Previous Version has been destroyed. Autodesk or an authorized third-party in connection with the Software licensed to You hereunder may provide You additional software that supplements or extends the Software. Such supplemental software shall be subject to the terms and conditions of this Agreement except Section 5.1 (Limited Warranty), unless otherwise specified at the time of delivery. Notwithstanding the foregoing, You may retain and need not destroy the Previous Version and may use the Previous Version solely if and to the extent necessary (1) for the purposes of Installing the New Version hereby licensed and (2) for archival (backup) purposes in order to Install the New Version licensed by this Agreement if the initial installation fails.

2.4 Software Components. The Software is licensed to You as a single product and its components may not be separated for distribution or use on more than one (1) Computer unless expressly permitted by Autodesk in the applicable User Documentation.

3. PERMITTED AND PROHIBITED ACTIONS

3.1 Permitted Actions.

3.1.1 Backup Copy.

(a) Backup for All Versions Other than Network Versions. With respect to any version of the Software except a Network Version, You may make one (1) backup copy of the Software solely for backup purposes in the event that Your primary copy of the Software becomes inoperable. You may Install and Access such backup copy of the Software only in the event that the primary copy of the Software becomes inoperable and you would be otherwise unable to Access the Software.

(b) Backup for Network Versions. If you have acquired a Network Version, You may Install one (1) backup copy of the Software on another file server Computer solely for backup purposes in the event that Your primary file server Computer on which the Software is Installed becomes inoperable. You may Access such backup copy of the Software only in the event and for so long as the primary file server Computer on which the Software is Installed becomes inoperable and you would be otherwise unable to Access the Software.

(c) No Backup for User Documentation. Except as expressly permitted under Section 2.2 (License Parameters): (a) if the User Documentation is in printed form, it may not be copied; and (b) if the User Documentation is in electronic form, it may not be duplicated electronically.

3.1.2 Use Away from Usual Work Location.

(a) For Standalone (Individual) and Multi-Seat Standalone Versions. If you have acquired a Standalone (Individual) Version or Multi-Seat Standalone Versions, for each Permitted Number of copies of the Software, You may Install and Access, solely within Your Territory, one (1) additional copy of the Software on a second Computer provided that:

(i) such second Computer is owned or leased by You (and not by another person, such as Your employee, if any);

(ii) such second Computer is a non-server Computer away from Your usual work location or a portable Computer;

(iii) the additional copy of Software is Accessed solely for the purpose of enabling You (or Your employee, if any) to perform work while away from Your usual work location;

(iv) the original and additional copy of the Software are used only by the same person, and only one (1) of the Software copies is Accessed at any one time; and

(v) both copies of the Software are Installed and Accessed exclusively with the copy protection device (if any) supplied with the Software.

(b) VPN Access for Network Versions. If you have acquired a Network Version, You may Access the Software solely within Your Territory through a secure Virtual Private Network (“VPN”) provided that:

(i) the Software is Accessed through the VPN solely for the purpose of enabling You (or Your employee, if any) to perform work while away from Your usual work location.

(ii) the maximum number of concurrent users does not exceed the Permitted Number;

(iii) all copies of the Software are Installed and Accessed exclusively with the copy protection device (if any) supplied with the Software; and

(iv) the VPN connection is secure and complies with current industry standard encryption and protection mechanisms.

Nothing in this Section 3.1.2 (Use Away from Usual Work Location) permits You (or Your employee(s), if any) to Access the Software outside of the Territory.

3.2 Prohibited Actions. Autodesk does not permit any of the following actions and You acknowledge that such actions shall be prohibited:

3.2.1 Use. You may not Install, Access or otherwise copy or use the Autodesk Materials except as expressly authorized by this Agreement.

3.2.2 Reverse Engineering. You may not (and may not permit any third party to) reverse engineer, decompile, or disassemble the Software or Excluded Materials (if applicable).

3.2.3 Transfers. You may not distribute, rent, loan, lease, sell, sublicense, or otherwise transfer all or any portion of the Autodesk Materials, or any rights granted in this Agreement, to any other person without the prior written consent of Autodesk.

3.2.4 Hosting or Third Party Use. You may not Install or Access, or allow the Installation or Access of, the Autodesk Materials over the Internet, including, without limitation, use in connection with a Web hosting, commercial time-sharing, service bureau or similar service, or make the Autodesk Materials available to third parties via the Internet on Your computer system or otherwise. The foregoing does not prohibit Network Version VPN Access in accordance with the terms of Section 3.1.2(b) (VPN Access for Network Versions).

3.2.5 Notices. You may not remove, alter, or obscure any proprietary notices, labels, or marks from the Autodesk Materials.

3.2.6 Modifications. You may not modify, translate, adapt, arrange, or create derivative works based on the Autodesk Materials for any purpose.

3.2.7 Circumvention.

(a) You may not utilize any equipment, device, software, or other means designed to circumvent or remove any form of copy protection used by Autodesk in connection with the Software, or use the Software together with any, authorization code, serial number, or other copy protection device not supplied by Autodesk directly or through an authorized distributor. In the case of a Network Versions You may not utilize any equipment, device, software or other means designed to circumvent or remove the Autodesk License Manager (if any).

(b) You may not utilize any equipment, device, software or other means designed to circumvent or remove any usage restrictions, or to enable functionality disabled by Autodesk in connection with the Excluded Materials. You may not bypass or delete any functionality

or technical limitations of the Autodesk Materials that prevent or inhibit the unauthorized copying or use of the Excluded Materials.

3.2.8 Export. You may not export the Autodesk Materials in violation of this Agreement, U.S. or other applicable export control laws.

3.2.9 Use Outside of Territory. You may not Access the Software or User Documentation outside of the Territory.

3.2.10 Exceptions from Prohibitions. The prohibitions contained in this Section 3.2 shall apply to the extent that applicable law (including laws implementing EC Directive 91/250 on the legal protection of computer programs) allows such prohibition to be enforced. You will bear the burden of proof in demonstrating that applicable law does not allow enforcement of any such prohibition.

4. ALL RIGHTS RESERVED

Except as expressly provided otherwise in this Agreement, title, ownership and all rights and interest including, without limitation, patents, copyrights, trademarks, trade secrets and other intellectual property rights, in and to the Autodesk Materials and any authorized copies made by You remain with Autodesk and its licensors. The structure, organization, and code of the Autodesk Materials are valuable trade secrets of Autodesk and its licensors and You shall keep such trade secrets confidential. The Software and User Documentation are licensed, not sold.

5. LIMITED WARRANTY AND DISCLAIMERS

5.1 Limited Warranty. Autodesk warrants that, as of the date on which the Software is delivered to You and for ninety (90) days thereafter ("Warranty Period"), the Software will provide the features and functions generally described in the User Documentation and that the media on which the Software is furnished, if any, will be free from defects in materials and workmanship. Autodesk's entire liability and Your exclusive remedy during the Warranty Period as provided in this Section 5.1 ("Limited Warranty") will be, at Autodesk's option, to attempt to correct or work around errors, to replace the defective media on which the Software is furnished, if any, or to refund the license fees and terminate this Agreement. Such refund is subject to the return of the defective media, if any, and User Documentation, with a copy of Your receipt to Your local Autodesk office or the authorized distributor from whom You obtained the Software during the Warranty Period.

5.2 Disclaimer. EXCEPT FOR THE EXPRESS LIMITED WARRANTIES PROVIDED IN SECTION 5.1 (LIMITED WARRANTY) HEREOF, AUTODESK MAKES AND YOU RECEIVE NO EXPRESS WARRANTIES. ANY STATEMENTS OR REPRESENTATIONS ABOUT THE SOFTWARE AND ITS FUNCTIONALITY IN THE USER DOCUMENTATION OR ANY COMMUNICATION WITH YOU CONSTITUTE TECHNICAL INFORMATION AND NOT AN EXPRESS WARRANTY OR GUARANTEE. IN ADDITION, AUTODESK SPECIFICALLY DISCLAIMS ANY OTHER WARRANTY INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, AUTODESK DOES NOT WARRANT THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE.

6. WARNINGS

6.1 Functionality Limitations. COMPUTER-AIDED DESIGN SOFTWARE AND OTHER TECHNICAL SOFTWARE ARE TOOLS INTENDED TO BE USED BY TRAINED PROFESSIONALS ONLY. THEY ARE NOT SUBSTITUTES FOR YOUR PROFESSIONAL JUDGMENT.

COMPUTER-AIDED DESIGN SOFTWARE AND OTHER TECHNICAL SOFTWARE ARE INTENDED TO ASSIST WITH PRODUCT DESIGN AND ARE NOT SUBSTITUTES FOR INDEPENDENT DESIGN ANALYSIS, ESTIMATION OR TESTING OF PRODUCT STRESS, SAFETY AND UTILITY. DUE TO THE LARGE VARIETY OF POTENTIAL APPLICATIONS FOR THE SOFTWARE, THE SOFTWARE HAS NOT BEEN TESTED IN ALL SITUATIONS UNDER WHICH IT MAY BE USED. AUTODESK SHALL NOT BE LIABLE IN ANY MANNER WHATSOEVER FOR THE RESULTS OBTAINED THROUGH THE USE OF THE SOFTWARE. PERSONS USING THE SOFTWARE ARE RESPONSIBLE FOR THE SUPERVISION, MANAGEMENT AND CONTROL OF THE SOFTWARE. THIS RESPONSIBILITY INCLUDES, BUT IS NOT LIMITED TO, THE DETERMINATION OF APPROPRIATE USES FOR THE SOFTWARE AND THE SELECTION OF THE SOFTWARE AND OTHER PROGRAMS TO ACHIEVE INTENDED RESULTS. PERSONS USING THE SOFTWARE ARE ALSO RESPONSIBLE FOR ESTABLISHING THE ADEQUACY OF INDEPENDENT PROCEDURES FOR TESTING THE RELIABILITY AND ACCURACY OF ANY PROGRAM OUTPUT, INCLUDING ALL ITEMS DESIGNED BY USING THE SOFTWARE.

6.2 Activation Code Required.

A. INSTALLATION, ACCESS, AND CONTINUED USE OF THE SOFTWARE MAY REQUIRE AN ACTIVATION CODE. REGISTRATION IS REQUIRED BEFORE AN ACTIVATION CODE IS ISSUED BY AUTODESK. YOU AGREE THAT AUTODESK MAY USE DATA AND INFORMATION PROVIDED BY YOU, AN AUTHORIZED RESELLER OR ANY OTHER THIRD PARTY ACTING ON YOUR BEHALF IN CONNECTION WITH YOUR PURCHASE OF THE SOFTWARE LICENSE TO REGISTER THE SOFTWARE. YOU AGREE TO PROVIDE AUTODESK, AN AUTHORIZED RESELLER OR ANY OTHER THIRD PARTY ACTING ON YOUR BEHALF WITH ACCURATE AND CURRENT REGISTRATION INFORMATION, INCLUDING UPON AUTODESK'S REQUEST, AND YOU FURTHER AGREE TO MAINTAIN AND UPDATE YOUR REGISTRATION INFORMATION THROUGH CUSTOMER DATA REGISTRATION PROCESSES THAT MAY BE PROVIDED BY AUTODESK. BY INSTALLING AND USING THE SOFTWARE, YOU CONSENT TO AUTODESK USING THE PERSONAL INFORMATION PROVIDED TO AUTODESK AT REGISTRATION, OR UPDATED THEREAFTER, TO ISSUE ACTIVATION CODES, TO MANAGE AUTODESK'S RELATIONSHIP WITH YOU (INCLUDING AUTOMATING THE ISSUANCE OF ACTIVATION CODES FOR FUTURE PURCHASES), AND TO OTHERWISE USE SUCH PERSONAL INFORMATION IN CONFORMANCE WITH ITS APPLICABLE PRIVACY POLICY, WHICH IS AVAILABLE ON AUTODESK'S WEBSITE OR ON REQUEST.

B. THE ACTIVATION SECURITY MECHANISMS MAY DISABLE THE SOFTWARE IF YOU TRY TO TRANSFER IT TO ANOTHER COMPUTER, IF YOU TAMPER WITH THE DATE SETTING MECHANISMS ON YOUR COMPUTER, IF YOU USE THE SOFTWARE PAST AN APPLICABLE EVALUATION PERIOD OR LIMITED TERM, OR IF YOU UNDERTAKE CERTAIN OTHER ACTIONS THAT MAY OFFSET THE SECURITY MODE. MORE INFORMATION IS CONTAINED IN THE APPLICABLE USER DOCUMENTATION OR AVAILABLE FROM AUTODESK ON REQUEST.

6.3 Educational Institutional and Student Versions. WORK PRODUCT AND OTHER DATA CREATED WITH EDUCATIONAL INSTITUTIONAL VERSIONS AND STUDENT VERSIONS OF THE SOFTWARE CONTAINS CERTAIN NOTICES AND LIMITATIONS THAT MAKE THE DATA UNUSABLE OUTSIDE THE EDUCATIONAL USE AREA. IF YOU COMBINE OR LINK DATA CREATED WITH EDUCATIONAL INSTITUTIONAL VERSIONS OR STUDENT VERSIONS OF THE SOFTWARE WITH DATA OTHERWISE CREATED, THEN SUCH OTHER DATA MAY ALSO BE AFFECTED BY THESE NOTICES AND LIMITATIONS. AUTODESK SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER IF YOU COMBINE OR LINK DATA CREATED WITH EDUCATIONAL INSTITUTIONAL VERSIONS OR STUDENT VERSIONS OF THE SOFTWARE WITH DATA OTHERWISE CREATED.

7. LIMITATION OF LIABILITY

IN NO EVENT SHALL AUTODESK OR ITS LICENSORS HAVE ANY LIABILITY FOR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS, REVENUE, DATA, OR COST OF COVER. IN ADDITION, IN NO EVENT SHALL THE LIABILITY OF AUTODESK OR ITS LICENSORS FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SOFTWARE, USER DOCUMENTATION OR THIS AGREEMENT EXCEED THE AMOUNT PAID OR PAYABLE BY YOU FOR THE SOFTWARE DIRECTLY RESPONSIBLE FOR SUCH DAMAGES. THE LIMITATIONS OF LIABILITY IN THIS SECTION 7 SHALL APPLY TO ANY DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, WHETHER DERIVED FROM CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE, EVEN IF AUTODESK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER THE LIMITED REMEDIES AVAILABLE HEREUNDER FAIL OF THEIR ESSENTIAL PURPOSE.

AUTODESK SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER ARISING FROM LOSS OR THEFT OF THE SOFTWARE OR THE MEDIA ON WHICH THE SOFTWARE IS FURNISHED TO YOU. AUTODESK SHALL NOT BE OBLIGATED TO REPLACE ANY LOST OR STOLEN SOFTWARE OR SOFTWARE MEDIA. YOU ARE SOLELY RESPONSIBLE FOR SAFEGUARDING THE SOFTWARE AND THE MEDIA ON WHICH THE SOFTWARE IS FURNISHED.

8. U.S. GOVERNMENT RESTRICTED RIGHTS

The Autodesk Materials are "Commercial Items," as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 and 48 C.F.R. §§227.7202-1 through 227.7202-4, as applicable, the Autodesk Materials are being provided to U.S. Government end users (1) only as a Commercial Item, and (2) with only those rights as are granted to all other end users pursuant to the terms and conditions of this Agreement. Manufacturer is Autodesk, Inc., 111 McInnis Parkway, San Rafael, California 94903, USA.

9. GENERAL

9.1. No Assignment; Insolvency. This Agreement and any rights hereunder are non-assignable by You and any purported assignment by You shall be void. The Agreement and the licenses granted hereunder shall terminate without further notice or action by Autodesk if You become bankrupt or insolvent, make an arrangement with Your creditors or go into liquidation.

9.2. Choice of Law. This Agreement and any disputes arising out of or in connection with this Agreement shall be governed by the laws of the State of California, U.S.A, without reference to conflict-of-laws principles and excluding the UN Convention on Contracts for the International Sale of Goods.

9.3. Entire Agreement. This Agreement and the applicable User Documentation constitute the entire agreement between us and supersede any other previous or contemporaneous communications, agreements, representations, or advertising with respect to the Software and User Documentation. Any modifications to this Agreement shall be invalid, unless made in a duly signed writing.

9.4. 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 shall be

ineffective as to the jurisdiction in which it is illegal, invalid, or unenforceable to the extent of its illegality, invalidity, or unenforceability and shall 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 shall not in any way affect the legality, validity, or enforceability of any other provision of this Agreement in any other jurisdiction.

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

9.6 Audits. To ensure compliance with this Agreement, You agree that upon reasonable notice, Autodesk or Autodesk's authorized representative shall have the right to inspect and audit Your Installation, Access and use of the Software. Any such inspection or audit shall be conducted during regular business hours at Your facilities or electronically. If such inspections or audits disclose that You have Installed, Accessed or permitted Access to the Software on Computer(s) in a manner that is not permitted under this Agreement, then Autodesk may terminate this Agreement immediately and You are liable to pay for any unpaid license fees as well as the reasonable costs of the audit. Any information obtained by Autodesk or Autodesk's authorized representative during the course of such inspection and audit will be used by Autodesk solely for purposes of such inspection and audit. Nothing in this section shall be deemed to limit any legal or equitable remedies available to Autodesk for violation of this Agreement or applicable law.

9.7 Language. The English language version of this Agreement is legally binding in case of any inconsistencies between the English version and any translations.

9.8 Canadian License. If You purchased the license for this Software in Canada, You agree 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.