



Subscription with Platinum Support Terms and Conditions

(For Subscription with Platinum Support purchased after October 24, 2010, unless otherwise agreed in writing by Autodesk)

Your purchase of Subscription is subject to the terms and conditions set out below (the "Subscription Agreement"), and all Subscription purchased by You now or at any time hereafter will be subject to the terms and conditions set out below, subject to the provisions of Section 8.9.

1. DEFINITIONS

The following Definitions shall apply to the terms and conditions of Your Subscription:

"Access": to use or benefit from using the functionality of the Software.

"After Hours": the weekly hours during which the assigned Autodesk business services or product support call center, as applicable, in Your region is closed and also shall include hours during Autodesk holidays in Your region. Response, Status Reporting and Resolution Targets may be suspended or relaxed during After Hours periods, as provided elsewhere in this Subscription Agreement.

"Ancillary Product": any product or software (other than Software or a Release) which Autodesk may furnish to You from time to time as part of the Subscription and which (where applicable) is further described at the Subscription Center published and/or amended by Autodesk from time to time. Autodesk reserves the right at its discretion to add Ancillary Products to or remove Ancillary Products from Subscription from time to time, without prior notification to You. Ancillary Products may include, but are not limited to, product enhancements such as extensions, tools, Subscription advantage packs, and plug-ins. Some Ancillary Products may not be available as part of Subscription for certain Software or in all languages, countries or regions.

"Ancillary Services": any services, including services or functionality that is hosted or made available on servers owned or operated by or for Autodesk or its designee, or by separate entities not related to Autodesk, and made available from time to time during the Term via the internet or other access (other than Software, Release or Ancillary Product or Support), which may be provided to You from time to time as part of Subscription, and which (where applicable) are further described at the Autodesk Subscription Center published and/or amended by Autodesk from time to time. Autodesk reserves the right at its discretion to add Ancillary Services to or remove Ancillary Services from Subscription from time to time, without prior notification to You. Some Ancillary Services may not be available as part of Subscription for certain Software or in all languages, countries or regions.

"Autodesk": the Autodesk corporate entity from which, or doing business in the country of the Reseller from which (as the case may be), You purchased Subscription.

"Autodesk Software License": Autodesk Inc.'s standard end-user license agreement included with each copy of Software granting You a license to use that Software.

"Autodesk Subscription Center": the website located at <http://www.autodesk.com/subscriptionlogin> or any successor or other website or location as may be designated by Autodesk for Subscription.

"Computer": 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.

“Contract Manager”: an individual designated by You who will have the authority to designate Your Software Coordinators, Named Callers, Customer Escalation Managers and Users on Autodesk Subscription Center, will receive Subscription renewal notices, and other operational communications, and where the Contract Manager has not designated a Software Coordinator, will receive product enhancement and Release availability notices. The Contract Manager may also perform the role of the Customer Escalation Manager.

“Customer Information Form”: the form completed by You and submitted to a Reseller or to Autodesk in connection with Your order for Subscription, and providing the information necessary to purchase Subscription.

“Customer Escalation Manager”: an individual designated by Your Contract Manager who will (i) be responsible for validating that all Support Requests submitted by Users or Named Callers as Severity 1 Incidents satisfy the Severity Level definition for Severity 1 – Critical, and (ii) act as Your single point of contact for communications with the SAM. You must ensure that each Customer Escalation Manager designated by Your Contract Manager understands the Severity Level definitions and is familiar with the environment in which You operate the Software covered by Subscription with Platinum Support.

“Documentation”: the user and/or technical documentation Autodesk customarily provides with Software.

“Effective Date”: the date described in Section 6.1.

“Extended Hours”: 24 hours per day, 7 days per week (Monday through Sunday), 365 days per year, including After Hours periods worldwide.

“Hotfix”: a software fix or patch which, when installed, wholly or partially restores Software to conformance with the applicable Documentation or otherwise reduce or alleviate the adverse effect of the Incident on the Software.

“Incident”: a problem or issue with the operation of Software, which may include an interruption in the operation or a reduction in the performance of that Software, or difficulty installing, activating or registering Software or accessing Subscription benefits.

“Install”: 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).

“Local Business Hours”: the weekly hours of operation for the assigned Autodesk product support call center, as in Your region, excluding Autodesk holidays, weekends and other non-work days applicable to Your region. The table below identifies the current Autodesk product support call centers by region:

Region	Autodesk Product Support Call Centers
AMER	Manchester, New Hampshire, USA (UTC -5:00) Portland, Oregon, USA (UTC -8:00) Toronto, Ontario, Canada (UTC -5:00)
APAC	Bangalore, India (UTC +5:30) Beijing, China (UTC +8:00) Seoul, South Korea (UTC +9:00) Singapore (UTC +8:00) Tokyo, Japan (UTC +9:00)

EMEA	Farnborough, United Kingdom (UTC 0:00)
	Munich, Germany (UTC +1:00)
	Neuchatel, Switzerland (UTC +1:00)

“Mitigation”: a Workaround or other information or assistance that does not constitute a Resolution, but does partially alleviate the adverse effects of an Incident on the operation of , Installation of, or Access to Software, or access to Subscription benefits. An Incident for which a Mitigation is provided is referred to as “Mitigated.”

“Named Caller”: a User, designated by Your Contract Manager or Software Coordinator, who may submit telephone Support Requests if You have purchased Subscription with Platinum Support.

“Platinum Support”: is defined in Exhibit A to this Subscription Agreement.

“Previous Versions”: defined in Section 2.4.1.

“Release”: a full commercial version of Software offered by Autodesk since the preceding version of that Software or which enhances or improves the functionality of the preceding version of that Software, and for which Autodesk normally charges a fee. A Release includes its accompanying Documentation. A Release does not include a new Autodesk computer program that is offered as a separate product and is not offered by Autodesk as a direct successor. Autodesk in its sole discretion will determine whether a new computer program is a Release or a separate product.

“Reseller”: a person or company that is authorized by Autodesk to sell Subscription (either directly to end users or to other Resellers) for a particular Software computer program.

“Resolution”: a final disposition of a reported Incident, which may include, but is not limited to, delivery of a Hotfix, Workaround, or other solution, or if none of the foregoing can be achieved despite commercially reasonable efforts, Resolution shall include a determination that no solution will be delivered for the Incident. An Incident for which a Resolution is provided is referred to as “Resolved.”

“Response”: Autodesk’s initial response to an Incident reported by You. A Response may be an acknowledgement of receipt of a Support Request or may include substantive information regarding the nature or root cause of the Incident.

“Severity Level”: the designation assigned to Incidents escalated to Autodesk pursuant to these Subscription Terms and Conditions. Severity Levels shall be assigned in accordance with the descriptions set forth in the following table:

Incident Severity Level	Description
Severity 1 – Critical	An Incident that involves total failure of the Software to operate, or inability to Install or Access the Software , or inability to access one or more Subscription benefits, resulting in unrecoverable key design data loss or complete interruption of a mission critical design project, for which no Workaround exists.
Severity 2 - Urgent	An Incident that involves severe impairment of major Software functionality or inability to Install or Access the Software, or inability to access one or more Subscription benefits that will result in long-term impairment of productivity. A Workaround may be available. Note that an Incident which would otherwise qualify as a Severity 1 Incident for which a

	Workaround exists would be a Severity 2 Incident.
Severity 3 – Standard	An Incident that has a limited or minor adverse effect on Software operation or involves inability to Install or Access the Software, or inability to access one or more Subscription benefits in a manner that does not substantially reduce productivity. A Workaround may be available. Severity 3 Incidents also include general usage questions regarding Software and requests for clarification of the meaning of Documentation.

Your User or Named Caller, as applicable, will initially set the Severity Level in accordance with the above definitions, when submitting a Support Request. If in Autodesk’s reasonable opinion, the Severity Level is set improperly, Autodesk may reset the Severity Level to the appropriate level based on the above criteria.

“Software”: a copy of an Autodesk Inc. (or one of its subsidiaries) computer program which You are licensed by Autodesk Inc. (or one of its subsidiaries) to use and for which You have purchased Subscription. For purposes of this definition, if an Autodesk computer program is offered as part of a product series, bundle or family, then Software means each of the computer programs included within such series, bundle or family. Any supplemental software code (which may include modular additions or extensions to Software, corrections, executables, libraries, plug-ins, enhancements or other software functionality which supplements and enhances that Software and which is considered part of the Software for which such code was provided) provided to You or Your Users as part of the Subscription and/or Support is considered part of the Software for which such code was provided and the use thereof is governed by the Autodesk Software License and these Subscription Terms and Conditions.

“Software Coordinator”: an individual designated on Autodesk Subscription Center by Your Contract Manager for a particular group of Software assets covered by Subscription. The Software Coordinator will receive product enhancement and Release availability notices and will be responsible for receiving physical shipment of Releases, Software and Ancillary Products, if any, for the applicable group.

“Status Report”: a communication from Autodesk that provides information regarding the current status of Resolution efforts for a reported Incident. A Status Report may also include Autodesk requests for additional information regarding an Incident.

“Subscription”: the entitlement to receive Software, Releases, Ancillary Products, Ancillary Services, and Support, if any, made available by Autodesk during the Term.

“Subscription Fee”: the fee paid by You for a Subscription.

“Support”: any of the varieties of support services more particularly described in Section 2.2 corresponding to the type of Subscription You have purchased.

“Support Account Manager” or “SAM”: an individual assigned to act as Your point of contact into Autodesk for Subscription with Platinum Support benefit-related matters.

“Support Request”: Your request for assistance with an Incident, as entered into Autodesk’s Product Support system.

“Term”: the terms (initial and renewal) defined in Sections 3.2 and 6.1.

“Territory”: the country in which You acquire the Software, unless (i) You acquire the Software in a member country of the European Union or the European Free Trade Association, in which the case “Territory” means all the countries of the European Union and the European Free Trade Association; or (ii) otherwise specified in the Documentation.

“Uninstall”: to remove from a Computer.

“User”: means any of the following: (i) the Contract Manager or Software Coordinator designated by You as Your primary authorized representative for Subscription and who is responsible for, among other things, managing Your Subscription, managing access to Your Subscription account, submitting Support Requests; (ii) any individuals added to Your Subscription account by Your Contract Manager or Software Coordinator or by Autodesk through its registration processes; (iii) Named Callers; or (iv) Customer Escalation Managers. Autodesk has the right to restrict the number of Users who submit Support Requests, have access to Ancillary Services and who otherwise have access to the Autodesk Subscription Center and fees or other conditions may apply if You want to add Users beyond Autodesk guidelines. You agree and acknowledge that all Users shall be bound by the applicable terms and conditions of this Subscription Agreement. Autodesk reserves the right, but shall have no obligation, to verify that Users have been authorized by You and to restrict access to Subscription entitlements if, in its reasonable judgment, a User cannot be so verified.

“UTC”: means Coordinated Universal Time.

“Workaround”: a technique or information that alleviates the adverse effects of an Incident on the operation of the Software but may not entirely restore the product to substantial conformance with its Documentation, or otherwise reduce or alleviate the adverse effect of the Incident on the Software.

“You”: the individual or entity who purchases Subscription.

2. SUBSCRIPTION BENEFITS

2.1 Subscription in General

During the Term, Autodesk will provide You with the Subscription benefits specified for the type of Subscription and for the Software for which You have purchased Subscription as listed on Your Subscription order confirmations. Your use of Software, Releases and Ancillary Products shall be governed by the terms of the Autodesk Software License included with them, or in the absence of an Autodesk Software License, by the Autodesk Software License included with the Software to which the Software, Release or Ancillary Product relates, or in the case of Ancillary Products delivered via the internet, by the Terms of Use provided for such web-hosted Ancillary Products. You may not distribute, rent, loan, sell, sublicense or otherwise transfer or market any Software, Software, Release, Ancillary Product or Ancillary Services to any other person without Autodesk’s prior written consent. If You wish to purchase a Subscription for any Software licensed to You as part of a Network Version as that term is defined in the Autodesk Software License, then You must purchase a Subscription for each license incorporated in that Network Version. To purchase a Subscription, You must be registered with Autodesk as the holder of a copy of the most current version of the Software which You wish to place under Subscription.

2.2 Support

2.2.1 If Support is included or made available as part of Your Subscription, Support will be provided to You as set forth below:

(a) **Platinum Support:** terms set forth in Exhibit A to this Subscription Agreement shall apply.

(b) **Named Callers and Customer Escalation Managers:** If You purchase Subscription with Platinum Support, You may appoint any number of Named Callers and Customer Escalation Managers. Only Named Callers or Customer Escalation Managers may submit telephone Support Requests.

(c) **Language of Support.** Support is provided in English, though Autodesk will attempt to honor requests for Support in local language where available.

2.2.2 If Your Subscription included or You otherwise purchased Platinum Support, Support for Software and Releases related to that Software (referred to collectively as “Software”) shall be provided to You by Autodesk only via Your Users, Named Callers or Customer Escalation Managers, as applicable. Provision of Support by Autodesk shall be governed exclusively by these Terms and Conditions. You may not transfer or market, or provide support to third parties using Support without the prior written consent of Autodesk.

2.2.3 Autodesk Support shall only be provided for:

- (a) the most current Release of the Software;
- (b) any Software provided during the Subscription term related to that Release; and
- (c) the three (3) immediately preceding Releases of that Software, except that Support may not be available for the third preceding Release for some Software, or in all languages, or in all locations.

If You are located in Brazil, for purposes of Brazilian Software Law, the Technical Validity Term of the Software shall be the term between the date of release of the then-current version of such Software and six (6) months after the date Autodesk makes the next release of that Software commercially available or ninety (90) days after the delivery of the Software to You, as described in the invoice, in the event no subsequent release is made commercially available.

2.2.4 Autodesk is not obliged to provide Support requested as a result of:

- (a) operation of the computer on which Software is installed in environmental conditions outside those prescribed by the computer manufacturer;
- (b) operation of the Software with a version of the operating system software other than that specified by Autodesk;
- (c) failure to maintain the computer on which Software is installed or used in accordance with standards prescribed by the computer manufacturer;
- (d) failure to ensure that Your personnel and staff are fully trained in the use and operation of Software;
- (e) Software serviced, maintained or modified by anyone other than Autodesk;
- (f) Your computer hardware failing to meet the minimum specification prescribed by Autodesk for use with the Software;
- (g) operation of the Software in combination with third party software, firmware, and/or hardware, other than third party operating system software specified by Autodesk; or
- (h) operation of the Software other than in accordance with the applicable Autodesk Software License.

2.2.5 You must:

- (a) ensure that Your User submits Support Requests in accordance with these terms and conditions;
- (b) at all times maintain Subscription for the licenses for the Software for which You are requesting support;
- (c) ensure that You or Your Users provide Autodesk with such information, specifications, or other information as may reasonably be required by Autodesk to provide Support;
- (d) utilize the instructions and troubleshooting procedures provided by Autodesk, where applicable, prior to initiating a request for Support;
- (e) follow the problem determination, problem analysis, and service request procedures that Autodesk provides;
- (f) promptly install all product patches, fixes, maintenance releases or service packs supplied by Autodesk;
- (g) if judged necessary by Autodesk, allow reasonable access to Your Software by Autodesk;
- (h) agree to back up all data on or prior to the provision of Support and to provide adequate security for Your

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system;

(i) use best efforts to allow Autodesk access to Your systems via the Internet when requested by Autodesk as part of any remote diagnostic service that may be offered; and

(j) provide Software users with ready access to the latest available documentation on the use and operation of the Software provided by Autodesk.

2.2.6 You acknowledge and agree that Support is provided solely for Your internal use to support Your use of the Software licenses covered under Subscription. Any information which is individually addressed, requires a password to access, or is otherwise restricted is made available in strict confidence and on the condition that it will not be communicated to third parties in any manner without the express written consent of Autodesk and that no use will be made of this information except in connection with Your use of the Software licenses covered under Subscription. You further acknowledge and agree that the Software forms part of Your total unique hardware and software environment to deliver specific functionality, and the Support may not achieve the results You desire within Your design constraints.

2.2.7 Reseller's Role.

2.2.7.1 Your Reseller may offer support-related services that are separate from and in addition to Support under the Subscription Agreement. If You obtain such support services from Your Reseller You acknowledge and agree that (a) such support will be delivered solely by the Reseller, (b) the Reseller is solely responsible for the results and consequences of such support, (c) Autodesk is under no obligation to assist Your Reseller to provide such support, and (d) Autodesk has no liability of any kind with respect to any claims arising in connection with such support.

2.2.7.2 You may authorize Your Reseller to assist You in connection with requesting and receiving the Support provided by Autodesk under this Subscription Agreement. If Your Reseller acts on Your behalf in connection with requesting or receiving Support from Autodesk, You hereby consent to Autodesk permitting Your Reseller to access and monitor Your Support Requests and all other Support-related information on Autodesk Subscription Center, and to allowing Your Reseller to submit Support Requests to Autodesk on Your behalf. In such cases, the Reseller is operating as Your agent for purposes of submitting Support Requests and receiving Support-related information, and is not in any way acting on Autodesk's behalf.

2.3 Ancillary Products and Ancillary Services

Autodesk may provide Ancillary Products and Ancillary Services to You subject to and in accordance with these terms and conditions, the terms of the Autodesk Privacy Policy, and/or any supplementary terms and conditions that are external to and in addition to this Subscription Agreement, and customer obligations applicable to each type of Ancillary Product or Ancillary Service. You must accept those supplementary terms and conditions and prior to accessing and using those Ancillary Product or Ancillary Services. Unless and until You accept the supplemental terms and conditions applicable to a particular Ancillary Service, You agree that Autodesk is under no obligation to provide such Ancillary Product or Ancillary Service to You. Supplementary terms and conditions for other Ancillary Products or Ancillary Services, if any, will be made available on the Autodesk Subscription Center (or an Autodesk publication analogous thereto) published and/or amended by Autodesk from time to time. Autodesk reserves the right at its discretion to add or remove Ancillary Products or Ancillary Services from Subscription from time to time, without prior notification to You, and to make them available only in specific languages, such as English. Some Ancillary Products or Ancillary Services may not be available as part of Subscription for certain Software, or in all languages, countries or regions. In some cases, Ancillary Products or Ancillary Services may be made available via functionality that can be initiated from within the Software. In some cases, Ancillary Products or Ancillary Services may be hosted or delivered by a third party or may simply result from a link from an Autodesk website or Software to a third party site outside of Autodesk. These linked sites are not under Autodesk's control and Autodesk not responsible for the services, practices or the content of any such linked site, or any link contained in any linked site. Autodesk provides such links only as a convenience, and the inclusion of a link on a site does not imply endorsement of the linked site by Autodesk.

AUTODESK DOES NOT GUARANTEE THAT IT WILL MAKE AVAILABLE, AND YOU ACKNOWLEDGE THAT YOU MAY NOT RECEIVE, ANY SOFTWARE, RELEASE, PREVIOUS VERSION, ANCILLARY PRODUCT OR ANCILLARY SERVICE DURING THE TERM OF YOUR SUBSCRIPTION.

2.4 Use of Previous Versions

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2.4.1 Notwithstanding anything contained in the Autodesk Software License accompanying Your Software under Subscription or any Release or Software provided to You, for the Term of Your Subscription, You may install and continue to use, previous version(s) of a Release preceding the most current Release of the Software that You have licensed and is under Subscription, as specifically identified in writing by Autodesk on the Previous Version Eligible Product List posted on the Autodesk Subscription Center, if any, ("Previous Version(s)"), provided that the following conditions are met:

- (a) use of the Previous Version(s) shall be subject to the provisions of the applicable Autodesk Software License, as modified by this Section 2.4;
- (b) the number of Previous Version licenses that You may use and install shall not exceed the total number of licenses of the Software that are under Subscription;
- (c) if You have a standalone or a single seat of a multi-seat standalone version, the Software and all the Previous Versions of such Software shall be installed on the same computer;
- (d) if You have a standalone or a single seat of a multi-seat standalone version neither the Software nor any of the Previous Versions of the Software shall be used concurrently;
- (e) if You have a standalone or a single seat of a multi-seat standalone version, the Previous Version(s) or any permitted copies thereof, are not transferred to another computer unless all permitted copies of the Software are also transferred to the same computer; and
- (f) You are hereby acknowledging and agreeing that Autodesk does not have any obligation to provide support for the Previous Version(s) other than as set forth herein and any such obligations may be ended at any time.

Further if the Previous Version You want to use is not specifically identified in writing by Autodesk on the Autodesk Subscription Center for Previous Version use, You may still be able to use that Previous Version if, You legally licensed the Previous Version(s) and Your use of such Previous Versions does not exceed the total number of licenses of the Previous Versions that You originally licensed, subject to (a) through (f) above.

Notwithstanding anything in this Section 2.4.1 that may be construed to the contrary or the issuance of any authorization codes by Autodesk, unless specifically permitted by Autodesk in writing, in no event shall Your use of the Software, including Previous Version(s), exceed the maximum number of licenses of the Software licensed to You and under Subscription. Please note that Previous Versions and the benefits of this section 2.4 may not be available for all Software and/or may not be available in relation to certain Previous Versions of Software.

2.4.2 Autodesk shall have the right to conduct an audit on Your premises or by electronic means (with reasonable notice) to ensure that Your use of all/any versions of the Software complies with the provisions of this Subscription Agreement. In the event any audit discloses a breach of this Subscription Agreement, Autodesk reserves the right to terminate this Subscription Agreement and/or recover damages, attorney's fees, and costs, including the cost of the audit.

2.4.3 If You upgrade to a separate Software product that is not specifically identified on the Previous Version Eligible Product List as a direct successor to the Software previously owned by You and from which You upgraded, the provisions of the preceding two subsections (2.4.1 and 2.4.2) shall apply only with respect to the Previous Versions of the Software to which You upgraded, and You must uninstall all copies of the Software from which You upgraded (and any Previous Versions thereto, if any) including any copies resident on Your hard disk drive, and upon request by Autodesk, return any documentation to Autodesk or Your Reseller within sixty (60) days of installing the upgrade. Autodesk reserves the right to require You to show satisfactory proof that the Software from which You upgraded (and any Previous Versions thereto) has been destroyed and/or to conduct the audit set forth in Section 2.4.2 above.

2.4.4 In the event Autodesk, in connection with the Previous Versions licensed to You under this Section 2.4, provides You Ancillary Products that supplement or extend a Previous Version, those Ancillary Products shall be subject to the terms and conditions of this Subscription Agreement unless otherwise specified at the time of delivery.

2.4.5 Nothing herein requires Autodesk to supply You with media containing Previous Versions of the Software or related documentation or to issue additional authorization codes or hardware or software locks. Moreover, Autodesk Rev. 10/14/2010

reserves the right to charge a transaction fee for the issuance or re-issuance of media, authorization codes, hardware locks or software locks, if Autodesk, in its discretion decides to provide such to You. Further, if the Previous Version of the Software has been retired or otherwise discontinued by Autodesk, You agree and acknowledge that a) in no event is Autodesk required to issue authorization codes or hardware or software locks to You or to provide You with any media or other deliverables to enable You to use or install such retired or discontinued Previous Versions; and b) these rights to use Previous Versions do not allow You to use or install additional licenses (i.e. more than You have on Subscription) of any Previous Version of the Software that has been retired or otherwise discontinued by Autodesk

2.4.6 Previous Versions may not be available or made available for all Software, or in all languages, or in all locations. Autodesk reserves the right to modify or terminate rights to use Previous Versions at any time, without prior notification. If Your Subscription expires or otherwise terminates, Your rights to use the Previous Version(s), if any, shall be determined by the terms of the Autodesk Software License, including, without limitation, the obligations to uninstall such Previous Version(s) if You are not entitled to use a Previous Version.

3 PURCHASES; RENEWALS

3.1 Purchases. When You purchase Subscription, Autodesk will provide You with instructions on how to access Subscription information and Support on the Autodesk Subscription Center.

3.2 Renewals. Prior to expiration of Your Subscription, You may purchase a renewal of Subscription for an additional term ("Renewal Term") from a Reseller or Autodesk. Unless otherwise agreed by Autodesk, if You do not purchase a renewal for Your Subscription prior to expiration of the Term, Your Subscription will automatically expire. If You do not renew prior to expiration of Your Subscription, You wish to reinstate Your expired Subscription, then You will be required to purchase at least both the then-current Release and a Subscription for that Release and/or You may be subject to the payment of additional or other fees.

4. LANGUAGE

The English language version of this Subscription Agreement governs the rights and obligations of the parties. If there are any inconsistencies between the English language version and any translation, the English language version will control.

5. DELIVERY

Software, Releases or Ancillary Products shall at Autodesk's discretion be (a) available for download at the Autodesk Subscription Center or any successor or other website or location as may be designated by Autodesk, (b) shipped to You C.P.T. (Carriage Paid To) from Autodesk's fulfillment facility to the address specified on Your Customer Information Form (or, if no Customer Information Form or address is provided, to any other address known or made available to Autodesk), or (c) shipped to You via an Autodesk authorized third party. Autodesk will notify You of availability of Software, Release, or Ancillary Product and the delivery method. If Autodesk ships to You, it will make commercially reasonable efforts to deliver within thirty (30) days of its notice or, as applicable, Your request for physical shipment, but shall not be liable for any losses or expenses incurred by You as a result of late delivery or a delivery to an incorrect address.

6. TERM AND TERMINATION

6.1 Effective Date; Term. The effective date of Your Subscription will be the date as determined by Autodesk in accordance with its Subscription policies for entering Your Subscription into the Autodesk systems. Renewal Terms of Subscription shall commence on an anniversary of the Effective Date. The Initial Term of Your Subscription will continue for one (1), two (2) or three (3) years from the Effective Date, depending on the length of term for which You qualify, select and purchase. Renewal Terms of Your Subscription will continue for one (1), two (2) or three (3) years from the anniversary of the Effective Date immediately following the end of the Initial Term or the immediately preceding Renewal Term (as the case may be), depending on the length of Renewal Term which You select and purchase. Autodesk will endeavor to confirm Your purchase within 48 hours after the Effective Date or relevant anniversary of the Effective Date (as the case may be).

6.2 Each of Autodesk and You may immediately terminate Your Subscription if either party fails to perform its
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obligations under these terms and conditions and such failure continues for thirty (30) days after written notice by the non-defaulting party.

6.3 Autodesk may suspend or terminate Your Subscription if You fail to pay Autodesk or Your Reseller (as the case may be) for a Subscription or renewal in accordance with their terms.

7. LIMITATION OF LIABILITY; NO WARRANTIES

IN NO EVENT WILL AUTODESK BE LIABLE FOR DAMAGES FOR FAILURE TO MANUFACTURE OR MAKE COMMERCIALY AVAILABLE SOFTWARE, RELEASES, ANCILLARY PRODUCTS OR ANCILLARY SERVICES DURING THE TERM OF YOUR SUBSCRIPTION. IN NO EVENT SHALL AUTODESK BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES. IN NO EVENT WILL AUTODESK BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES OR LOSS OF PROFIT, LOSS OF USE OR LOSS OF DATA HOWEVER CAUSED OR ARISING. THE TOTAL CUMULATIVE COLLECTIVE LIABILITY OF AUTODESK FOR ALL COSTS, LOSSES OR DAMAGES FROM ALL CLAIMS, ACTIONS OR SUITS HOWEVER CAUSED OR ARISING FROM OR IN RELATION TO YOUR SUBSCRIPTION HEREUNDER SHALL BE LIMITED TO YOUR DIRECT DAMAGES AND SHALL NOT EXCEED THE SUBSCRIPTION FEES PAID BY YOU FOR THE SUBSCRIPTION IN RESPECT OF WHICH THE CLAIM ARISES. THESE LIMITATIONS WILL APPLY EVEN IF AUTODESK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. YOU ACKNOWLEDGE THAT THE SUBSCRIPTION FEE REFLECTS THIS ALLOCATION OF RISK AND THAT THE LIMITATION SET FORTH IN THIS SECTION IS AN ESSENTIAL ELEMENT OF THE AGREEMENT BETWEEN THE PARTIES.

These limitations shall be in addition to, and not in substitution for, the limitations of liability set out in any applicable Autodesk License Agreement. Nothing in these terms and conditions restricts the effect of warranties or conditions which may be implied by law and which cannot be excluded, restricted or modified.

SAVE AS SET OUT IN ANY APPLICABLE AUTODESK SOFTWARE LICENSE, TO THE MAXIMUM EXTENT PERMITTED BY LAW AUTODESK MAKES NO WARRANTIES, REPRESENTATIONS OR CONDITIONS OF ANY KIND CONCERNING ANY SOFTWARE, RELEASE, ANCILLARY PRODUCT, ANCILLARY SERVICE OR SUPPORT EITHER, EXPRESS OR IMPLIED BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. AUTODESK DOES NOT SPECIFICALLY WARRANT THAT:

(A) SUPPORT BY AUTODESK WILL ENSURE THAT THE OPERATION OF SOFTWARE WILL BE ERROR FREE OR UNINTERRUPTED;

(B) ERRORS WILL BE CORRECTED BY AUTODESK;

(C) AUTODESK WILL RESOLVE ANY SUPPORT REQUEST BY A USER; OR

(D) THAT ANY RESOLUTION PROPOSED OF A SUPPORT REQUEST BY IN RELATION TO A SUPPORT REQUEST WILL MEET YOUR EXPECTATIONS OR REQUIREMENTS.

8. GENERAL

8.1 Governing Law.

8.1.1 The rights and obligations of the parties under these terms and conditions shall be governed by and construed:

(a) if You purchase Subscription in Canada, Mexico or the United States of America, according to the laws of the State of California (excluding rules regarding conflicts of law) and the United States of America, and the parties hereby submit to the exclusive personal jurisdiction of and venue in 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; or

(b) if You purchase Subscription in any other country, under the laws of the country of Autodesk's registered place of business, and You submit to the jurisdiction of the courts in that country for the adjudication of any dispute arising under these terms and conditions.

8.1.2 Regardless of where You purchase Subscription:

(a) You hereby consent to service of process being effected upon You by registered mail sent to the address set forth on Your Customer Information Form (or, if no Customer Information Form has been provided, Your last address known by Autodesk) if so permitted by applicable law; and

(b) Notwithstanding the foregoing, prior to submission of any dispute arising under Your Subscription or these terms and conditions to the courts for adjudication, Autodesk and You shall try to settle any such disputes.

8.2 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.

8.3 Assignment; Modification; Waiver. You may not assign any right or license or delegate any duty under these terms and conditions without Autodesk's prior written consent. Autodesk may assign or sub-contract any of its rights or obligations hereunder. Except as otherwise provided in this Subscription Agreement, no modification of these terms and conditions or waiver of rights will be effective unless agreed in writing by the party to be charged. Waiver of any breach or default will not constitute waiver of any other right under these terms and conditions or any subsequent breach or default.

8.4 United States Export Controls. You acknowledge that Software, Releases, Ancillary Products, Ancillary Services, technical data and Support are subject to the export control laws and regulations of the United States ("U.S.") and agree to abide by those laws and regulations. Under U.S. export control laws and regulations, Software, Releases, Ancillary Products, Ancillary Services, technical data and Support may not be downloaded or otherwise exported, re-exported, or transferred to restricted countries, to restricted persons or for restricted purposes. You represent, warrant and covenant that You are not (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 Software, Releases, Ancillary Products, Ancillary Services, technical data and Support in any restricted end use, including, but not limited to, design, analysis, simulation, estimation, testing, or other activities related to nuclear, chemical/biological weapons, rocket systems or unmanned air vehicles applications. You understand that the requirements and restrictions of U.S. law as applicable to You may vary depending on the Software, Releases, Ancillary Products, Ancillary Services, technical data and Support you receive and may change over time, and that, to determine the precise controls applicable to such Software, Releases, Ancillary Products, Ancillary Services, technical data and Support, it is solely Your responsibility to refer to the U.S. Export Administration Regulations and the U.S. Department of Treasury, Office of Foreign Assets Control Regulations.

8.5 Entire Agreement; Severability. Unless explicitly specified herein, these terms and conditions, and any documents they refer to constitute the entire agreement between the parties concerning Subscription and merges and supersedes any prior or contemporaneous agreements, discussions, or understandings. In the event of a conflict between the terms and conditions of this Subscription Agreement and those of an Autodesk Software License, the terms and conditions of this Subscription Agreement shall apply. In the event of a conflict between Autodesk supplementary terms and conditions and those contained herein, the supplementary terms and conditions shall apply. Terms stipulated by You on any purchase of Subscription or in any Subscription-related communication by You which purport to vary these terms and conditions shall be void and of no effect unless agreed in a writing signed by an authorized representative of Autodesk or notified to You by Autodesk in accordance herewith. If a court of competent jurisdiction determines in a final non-appealable judgment that any provision of these terms and conditions is unenforceable, such provision will be enforced as nearly as possible in accordance with the stated intention of the parties, while the remainder of these terms and conditions will remain in full force and effect.

8.6 Notices. Notices from Autodesk shall be in writing and may be sent by mail or electronic mail or posted to the Autodesk Subscription Center or any other method that Autodesk reasonably determines will provide appropriate notice. You may not opt out of receiving such notices. Notices from You shall be in writing and may be sent by mail or, if not by mail, by either electronic mail or web form, as Autodesk may require. Notices from Autodesk to You shall be effective (i) in the case of notices by email when sent to the email address set out on Your Customer Information Form or other official documentation that You have provided to Autodesk or (ii) in the case of notices by mail, five (5) days after sending by regular post to the address set out on Your Customer Information Form or other official

documentation that You have provided to Autodesk or (iii) in the case of postings to the Autodesk Subscription Center or other methods deemed reasonable by Autodesk, ten (10) Business Days after such notices are posted to the Autodesk Subscription Center or delivered in the manner reasonably determined by Autodesk. When permitted by electronic mail, notices from You to Autodesk shall be effective when sent (and received by Autodesk) via electronic mail to: If You purchased Subscription in North America, subscription-team@autodesk.com; if You purchased Your Subscription in Latin America, la.abc@autodesk.com; if You purchased Subscription in Europe, Africa or the Middle East, EMEAsubscriptions@autodesk.com; or if You purchased Subscription in the Asia-Pacific Region, ap.subscriptions@autodesk.com and in Japan jp.subscriptions@autodesk.com. Notices from You to Autodesk that are sent by mail shall be effective when received by Autodesk.

8.7 Privacy. You consent to Autodesk maintaining and using the details and information provided by You on Your Customer Information Form (and/or any other details provided by You hereunder) in accordance with Autodesk's then current Privacy Policy (including transferring those details to Autodesk contractors outside of the EU solely for Autodesk processing purposes) in order to meet its obligations to You hereunder. This information may be received via mail, email, posting on Subscription Center or other electronic means including communications through the Software itself. You also specifically consent to Autodesk providing information about Your Support Requests and Your use of Autodesk Subscription Center to the Reseller who are providing support or otherwise listed or designated by You as Your Reseller of record solely for the purpose of assisting with the provision, maintenance, administration or usage of Support by You or Your Users. You also consent to some Software also providing information about the status of Your Subscription (e.g., whether it is current or about to expire) to Users. Autodesk may provide to Your Users the name and or contact information of the Subscription Contract Manager and/or Software Coordinator designated by You solely for purposes of You assisting Your Users with accessing or using Subscription and/or Support. Autodesk's current Privacy Policy can be reviewed at www.autodesk.com and/or is available from Your local Autodesk office.

8.8 Survival. Sections 7 and 8 of these terms and conditions shall survive termination of all or any of Your Subscription.

8.9 Revised Terms and Conditions. Autodesk may revise the Subscription Agreement, Subscription-related policies and terms and conditions, supplementary terms and conditions, and Ancillary Products and Ancillary Services at any time and will notify You of any such revision. Notification may occur via email, be posted on the Autodesk Subscription Center or may occur in a manner deemed commercially reasonable by Autodesk. If You do not accept said revisions, You must notify Autodesk in writing within thirty (30) days of the date of Autodesk's notification to You. If You do so notify Autodesk, Your existing Subscription will continue to be governed by the last terms and conditions that You accepted (including any deemed acceptances) until the end of Your then current Subscription Term (if You have paid all applicable fees for the entire Term, if You have not paid all applicable fees for the entire Term then Your Subscription will end at the end of the year or period for which You have paid the applicable fees), and at the end of such Term, Your Subscription shall expire. If You do not so notify Autodesk, or if You place new orders for, or renew Your Subscription or continue to pay Your annual or other Subscription fees (if applicable), You will be deemed to have accepted the revisions for all Your Subscription. Notwithstanding the foregoing, in the event Autodesk revises these terms and conditions, supplementary terms and conditions or Ancillary Services, You will not be entitled to any additional benefits or services offered thereunder absent the payment to Autodesk or Resellers of the appropriate fee related to said revision, if any.

8.10 Confidentiality.

8.10.1 Definition of Confidential Information and Exclusions. "Confidential Information" shall mean all information, that is disclosed in written, oral, electronic, visual or other form by either party (each, as a "Disclosing Party") to the other party (each, as a "Receiving Party") during the Term, and either (i) marked or designated as "confidential" or "proprietary" at the time of disclosure or (ii) disclosed under circumstance under which it ought to be treated as confidential by Receiving Party. Confidential Information may include, without limitation, product development plans and other technical or business information, the contents Support Request and files and related information submitted therewith, customer data or other information disclosed to Receiving Party by virtue of its relationship with Disclosing Party in connection with this Subscription Agreement. Confidential Information shall not include Confidential Information that from and after the date of disclosure: (i) is or becomes a matter of public knowledge through no fault

of the Receiving Party; or (ii) was rightfully in the Receiving Party's possession prior to receipt from the Disclosing Party free of any obligation of confidence, as shown by Receiving Party's written records; or (iii) was rightfully disclosed to Receiving Party by another person without restriction as to use or disclosure; or (iv) is independently developed by Receiving Party without use of or reference to Disclosing Party's Confidential Information as shown by Receiving Party's written records. Confidential Information disclosed by Autodesk may concern planned or future development efforts for existing or new Autodesk products and services. Such Confidential Information is not intended to be a promise or guarantee of future delivery of products, services or features, but merely reflects Autodesk's current plans, which are subject to change without notice. Accordingly, such Autodesk Confidential Information may not be relied on for purchasing decisions or for any other purpose.

8.10.2 Obligations with Respect to Confidential Information. Receiving Party agrees to protect the Confidential Information by using the same degree of care as Receiving Party uses to protect its own confidential or proprietary information (but not less than a reasonable degree of care): (i) to prevent the unauthorized use, dissemination or publication of the Confidential Information, (ii) not to divulge Confidential Information to any third party, (iii) not to make any use of such Confidential Information except as necessary to perform its obligations or exercise its rights under this Subscription Agreement (the "Subscription Purpose"), (iv) not to copy except as reasonably required in direct support of the Subscription Purpose, and any copies made will include appropriate marking identifying same as constituting or containing Confidential Information of the Disclosing Party; and (v) not to reverse engineer any such Confidential Information. Receiving Party shall limit the use of and access to the Disclosing Party's Confidential Information to Receiving Party's employees and the employees of Receiving Party's respective parent, subsidiaries and affiliated entities or authorized representatives who have: (i) a need to know and have been notified that such information is Confidential Information to be used solely for the Subscription Purpose; and (ii) entered into binding confidentiality obligations no less protective of Disclosing Party than those contained in this Subscription Agreement. Receiving Party may disclose Confidential Information pursuant to any statutory or regulatory authority or court order, provided Disclosing Party is given prompt prior written notice of such requirement and the scope of such disclosure is limited to the extent possible. The obligations of Receiving Party regarding use and disclosure of the Confidential Information shall survive any termination or expiration of this Subscription Agreement for a period of three (3) years after the Subscription Agreement expiration date or termination date.

8.10.3 Ownership of Confidential Information. All Confidential Information and any Derivatives thereof, unless otherwise specified in writing remains the property of the Disclosing Party. Receiving Party acquires no rights or licenses in the intellectual property of Disclosing Party including but not limited to, patents, trademarks, copyrights or service marks under this Subscription Agreement or through any disclosure hereunder, except the limited right to use such Confidential Information in accordance with this Subscription Agreement. For purposes of this Subscription Agreement, "Derivatives" means (i) for copyrightable or copyrighted material, any translation, abridgement, revision or other form in which an existing work may be recast, transformed or adapted; (ii) for patentable or patented material, any improvement thereon; and (iii) for material which is protected by trade secret, any new material derived from such existing trade secret material, including new material which may be protected under copyright, patent and/or trade secret laws. Receiving Party agrees that the obligations assumed by Receiving Party herein are necessary and reasonable in order to protect Disclosing Party and its business, and the Receiving Party expressly agrees that monetary damages would be inadequate to compensate Disclosing Party for any breach by Receiving Party of its covenants and agreements set forth herein. Accordingly, Receiving Party agrees and acknowledges that any such violation or threatened violation will cause irreparable injury to Disclosing Party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, Disclosing Party shall be entitled to obtain injunctive relief against the threatened breach of this Subscription Agreement or the continuation of any such breach by Receiving Party, without the necessity of proving actual damages. Receiving Party will notify Disclosing Party in writing immediately upon learning of the occurrence of any unauthorized disclosure of Confidential Information or other breach of this Subscription Agreement. Receiving Party will assist Disclosing Party in remedying any unauthorized use or disclosure of Confidential Information.

EXHIBIT A

**SUBSCRIPTION WITH PLATINUM SUPPORT
BENEFITS**

1. Platinum Support (Web Support and Telephone Support):

A. Platinum Web Support:

Platinum Web Support will be provided to You via Your Users during the Available Support Hours set forth in the table in Subsection B, below. All Support Requests for Platinum Web Support shall be submitted solely via the Autodesk Subscription Center, following the instructions and procedures stated there. Autodesk will use commercially reasonable efforts to provide Response, Status Reports, Mitigations and Resolutions within the applicable Targets set forth in the table in Subsection B, below. Autodesk's Platinum Web Support related communications will generally be posted to the Autodesk Subscription Center and Your User will be notified of the posting of the information by email. Your User may also be contacted by email or telephone to facilitate Resolution of specific Incidents in Autodesk's discretion.

B. Platinum Telephone Support:

Platinum Telephone Support will be provided to Your Named Callers by telephone during the Available Support Hours set forth in the table, below. All Support Requests for Platinum Telephone Support may be submitted to any regional Autodesk call center, subject to the requirements of Section 2.2 of this Subscription Agreement. Autodesk will use commercially reasonable efforts to provide Responses, Status Reports, Mitigations and Resolutions within the target times specified, based on the Severity Level of the Incident, as shown in the table below. Autodesk's Responses, Status Reports, and the availability of Mitigations or a Resolution may be communicated to Your Named Caller by telephone call from a product support specialist or via telephone or e-mail communication from Your SAM. If Autodesk provides a Mitigation, Autodesk will reduce the Severity Level of the Incident to the appropriate level in accordance with the Severity Level description matching the post-Mitigation condition of the Incident, and from that time the Status Reporting and Resolution Targets for the newly assigned Severity Level shall apply.

Incident Severity Level	Available Support Hours	Response Target	Status Reporting Target****	Resolution Target
Severity 1 – Critical*	You may submit Support Requests during Extended Support Hours**	Within 1 hour during Extended Hours from Autodesk's receipt of Your Support Request ***	Hourly during Local Business Hours following Response, until Your Severity 1 Incident is Resolved or Mitigated	Provide either a Mitigation or Resolution within 24 Local Business Hours following Response
Severity 2 - Urgent	You may submit Support Requests during Local Business Hours	Within 2 Local Business Hours from Autodesk's receipt of Your Support Request	Once every 24 hours during Local Business Hours following Response until Your Severity 2 Incident is Resolved or Mitigated	Provide either a Mitigation or Resolution within 5 days during Local Business Hours following Response
Severity 3 – Standard*****	You may submit Support Requests during Local Business Hours	Within 8 Local Business Hours from Autodesk's receipt of Your Support Request	Once per week during Local Business Hours following Response until Your Severity 3 Incident is Resolved	Provide either a Mitigation or Resolution within 30 days during Local Business Hours

			or Mitigated	following Response
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NOTES:

* While Users or Named Callers may Submit Support Requests for Severity 1 Incidents, Autodesk will treat such Support Requests as being for a Severity 2 Incident until the Severity 1 status of the Support Request has been validated by either a Customer Escalation Manager or the SAM. Support Requests for Severity 1 Incidents submitted by a Customer Escalation Manager shall be treated by Autodesk as having Severity 1 status upon receipt.

** If You desire receive Platinum Telephone Support during Extended Support Hours, You must make one or more Named Callers or Customer Escalation Managers available to receive and act on Autodesk support-related communications during Extended Support Hours. If You desire receive Platinum Web Support during Extended Support Hours, You must make one or more Users available to receive and act on Autodesk support-related communications during Extended Support Hours.

*** For Severity 1 Support Requests received within 1 hour of the commencement of an After Hours period, the Response Target shall be within 4 hours from Autodesk’s receipt of Your Support Request. In addition, Autodesk will use commercially reasonable efforts to provide a supplemental technical Response following within 4 hours of the initial Response.

**** You may work with Your SAM to specify less frequent Status Reporting than the Status Reporting Target shown for the particular Severity Level of Your Incident.

***** You may submit a Support Request for inclusion of new features, enhancements or functionality to Software, and the Severity 3 Available Support Hours and Response Target will apply, but the Status Reporting Target will be once each three months and the Resolution Target shall not apply, and Autodesk shall be under no obligation to Resolve such Support Requests.

C. Previous Version Corrective Efforts:

If an Incident You report is remedied in a newer Release of the Software, You may either accept the newer Release as a Mitigation or Resolution for Your Incident or request that Autodesk work to create a new Hotfix or Workaround for the earlier Release affected by the Incident, provided that such earlier Release is listed on the Previous Version Eligible Product List. If You request that Autodesk work on a new Hotfix or Workaround, Autodesk will use commercially reasonable efforts to identify and provide such Hotfix or Workaround, but makes no commitment with respect to when such new Hotfix or Workaround will be delivered.

2. Core Subscription Benefits:

A. New Releases:

During the Term, You will be entitled to receive any new Releases that are made available by Autodesk for Software that is under Subscription at the time such new Release becomes available. You may Install and Access such new a Release, subject to the applicable Autodesk Software License as modified by this Subscription Agreement with respect to the Previous Version Use, Home Use and Extra Territory Use Ancillary Services.

B. Ancillary Products:

During the Term, subject to the conditions specified in Section 2.3 of this Subscription Agreement and such other terms as may be provided for Ancillary Products, You will be entitled to receive or access and use, as applicable, such Ancillary Products as are made available by Autodesk for the Software for which You have purchased Subscription.

Without limiting the generality of the foregoing, such Ancillary Products may include, if available for Your Software and/or in Your region, but not be limited to, product enhancements such as extensions, plug-ins, tools, and Subscription Advantage Packs.

C. Ancillary Services:

During the Term, subject to the requirements specified in Section 2.3 of this Subscription Agreement, and such other terms as may be provided for particular Ancillary Services, You will be entitled to access and use or exercise, as applicable, such Ancillary Services as are made available by Autodesk for the Software for which You have purchased Subscription.

Without limiting the generality of the foregoing, such Ancillary Services may include, if available for Your Software and/or in Your region, but not be limited to:

(i) Previous Version Use (Per Section 2.4)

During the Term, You may Install and Access Previous Versions of Software on Subscription subject to the requirements of and in accordance with Section 2.4 of the Subscription Agreement.

(ii) Home Use Rights

Notwithstanding anything to the contrary contained in the applicable Autodesk Software License with respect to Permitted Number, during the Term and subject to the requirements set forth in this Section 2.C.(ii), You may Install or permit an employee to install a second copy of the Software that is under Subscription on a Computer located in the Territory but away from Your business site, including a work-provided or personally owned Computer located at an employee's home, to be used solely for Your own internal business needs as provided in the applicable Autodesk Software License, which internal business needs may include, but are not limited to, employee training and education with respect to the Software. The copy of the Software Installed at Your work location is referred to as being subject to the "Primary License" and the copy of the Software Installed away from Your work location is referred to as being subject to the "Home Use License". Home Use Licenses are not available for all Software or in all countries.

Your Home Use is subject to all of the following:

- (a) You may Install Home Use copies of the Software only up to the quantity of the Software You have under Subscription;
- (b) You must obtain the appropriate authorization codes for the Home Use License from Autodesk, as specified below;
- (c) Software subject to the Home Use License may not be Accessed concurrently with Software subject to the Primary License;
- (d) Your Home Use rights commence on the date of the issuance of the authorization code for a Home Use License from Autodesk and continue for a period of thirteen (13) months from such date, at which time the Software subject to the Home Use License will cease to function;
- (e) Home Use Licenses are not subject to being upgraded with new Releases, will not be replaced by Autodesk if lost, stolen or destroyed, and may be requested only for the current Release and the two preceding Releases of the Software;
- (f) Support is not available for Software subject to Home Use Licenses, though it remains available for Software subject to Primary Licenses;
- (g) Software subject to a Home Use License must be the localization and Release as the Software subject to the corresponding Primary License;

(h) Home Use of Software by an employee must terminate if that employee leaves Your employment, and continues Home Use of Software by a former employee shall constitute a breach of this Subscription Agreement and of Your Autodesk Software License; and

(i) requests for Home Use Licenses may be submitted solely by Your Software Coordinator or Contract Manager, in accordance with the following process:

Process for Obtaining Home Use Licenses. If the Primary License is for a Stand-alone Version, You may use the media in Your possession to install the Home Use License for the Software. Once the Stand-alone Version Home Use License is installed You must obtain an authorization code from Autodesk. Stand-alone Version Home Use Licenses will have the same serial number as the corresponding Primary License.

If the Primary License is for a Network Version, You must complete and submit a Home Use License Application to Autodesk. Following receipt of a properly completed Home Use License Application, Autodesk will provide You with a companion serial number that can be used to the Install Home Use License. Once You have installed the Home Use License, You must obtain an authorization code from Autodesk. Note that a Home Use Licenses and the corresponding Network Version Primary License will have a different serial number, and the Home Use License will be a Stand-alone Version.

Autodesk is under no obligation to provide new media for Software subject to a Home Use License, and if media is requested and provided, additional fees may apply. If no new media is provided, You must use Your existing media for Installing Software subject to Home Use Licenses, whether the Software subject to the corresponding Primary License is a Stand-alone Version or a Network Version.

(iii) Extra Territory Use Rights

Notwithstanding anything to the contrary contained in the applicable Autodesk Software License with respect to Permitted Number or Territory, during the Term and subject to the requirements set forth in this Section 2.C.(iii), You may Install or permit an employee to Install the Software under Subscription on a portable Computer and Access that Software outside the Territory for a period not to exceed ninety (90) days in any twelve (12) month period without Autodesk's written consent. Extra Territory Use Software may be used solely for Your own internal business needs as provided in the applicable Autodesk Software License. Extra territory Use is not available for all Software or in all countries.

Your Extra Territory Use is subject to all of the following:

(a) except as otherwise provided in this Section 2.C.(iii), You comply with all provisions of the applicable Autodesk Software License, including, but not limited to compliance with all U.S. or other applicable export control laws;

(b) Your Access is solely on a portable Computer that will travel with You while outside the Territory;

(c) the Software may not be copied or transferred to any other Computer or Accessed by anyone other than You while outside the Territory; and

(d) if You are entitled to Support the Available Support Hours for the type of Subscription and Your Territory apply.

(iv) Training

During the Term Your Users may access and use such training materials as Autodesk makes available for the Software under Subscription. Subscription training materials are available on Autodesk Subscription Center. Types of training made available may include e-Learning courses, training videos, downloadable DVDs, podcasts, and Autodesk
Rev. 10/14/2010

University course materials. Subscription training benefits are generally provided in English unless otherwise specified in the catalogs. If training materials are made available in additional languages, the content may vary. From time to time, Autodesk may add new training materials to existing catalogs or introduce catalogs for new Releases. Use of certain Subscription training materials may require additional software that may be made available to You by Autodesk via download, subject to the applicable license terms and conditions. You may not make Subscription training materials available to any party other than Your Users. As between You and Autodesk, all right, title and interest in and to Subscription training materials are and remain the sole property of Autodesk.

3. Platinum Subscription Benefits: During the Term, You are entitled to receive the following in addition to the Platinum Support and the Core Subscription Benefits described above.

A. Support Account Manager (“SAM”):

You are entitled to a designated SAM.

(i) SAM’s Role

The SAM’s role intended to be flexible and adaptable to suit Your specific requirements, but in general Your SAM will:

- (a) assist Your understanding and access to Platinum Support and Platinum Subscription benefits;
- (b) assist You in formulating Support Requests and will monitor Support Request status of all Support Requests You submit;
- (c) assist You as needed in assigning Support- and Subscription-related roles, including designating Customer Escalation Managers, Named Callers, Users, Contract Managers and Software Coordinators;
- (d) assist You in planning deployment of new Releases or new Software;
- (e) serve as a single point of escalation for inquiries related to Support- and Subscription-related matters;
- (f) at Your request, arrange for a quarterly review (by conference call) of all Support-related matters addressed during the preceding quarter;
- (g) provide You with a quarterly report summarizing all Support-related activities conducted during the preceding quarter;
- (h) assist You with Subscription Renewals; and
- (i) facilitate periodic communication between You and Autodesk product development teams with respect to You Software You have licensed that is covered by Subscription with Platinum Support. Note that prior to communicating information related to product roadmaps and similar information, Autodesk may require that You first execute an appropriate non-disclosure agreement.
- (j) assist your Customer Escalation Manager in validating, or if a Customer Escalation Manager is unavailable, validate the Severity 1 status of Support Requests reporting Severity 1 Incidents submitted by Named Callers or Users.

(ii) SAM Availability

The SAM generally will be available during Local Business Hours, excluding weekends, regional Autodesk holidays and other non-work days, for the nearest Autodesk call center in the region where the SAM is based. By mutual arrangement, the SAM periodically may be available at different times. In Autodesk’s discretion, Autodesk may elect to assign one or more secondary SAMs based in other regions in order to facilitate appropriate SAM coverage and

availability for Your geographic deployment of Software. The activities of any secondary SAMs will be monitored and directed by Your primary SAM.

B. Waiver of ADN Membership Fee:

You are entitled to have the membership fee for a Professional level membership in the Autodesk Developer Network (“ADN”) waived, subject to compliance with the other requirements associated with ADN membership, including having one or more employees that meet the minimum technical role/proficiency requirements, and completing and submitting the ADN membership application together with a signed or, if applicable in Your region, an otherwise accepted ADN Program Agreement. Note that any ADN membership entitlement for which the membership fee is waived under this Section shall expire immediately upon expiration of Your applicable Subscription with Platinum Support term.

C. Assessment:

Following Your purchase of Subscription with Platinum Support, Autodesk will work with You to schedule a one-time assessment of Your Software environment and use profile. The assessment is intended to collect information regarding the supported Software and associated environment to facilitate Autodesk’s delivery of Platinum Support within the specified targets. The Assessment is mandatory and the Support Response, Status Reporting and Resolution Targets set forth above shall not be binding on Autodesk until such Assessment has been completed.

D. Health Check Service:

A Health Check Service is a service delivered by Autodesk consulting that involves gathering information related to Your use of Software covered by Subscription with Platinum Support in a particular project, analysis of project-related data, and the preparation of written recommendations for optimizations or implementation of best practices to improve user experience with the Software as used in the project. You are entitled to receive one Health Check Service per 12-month period during Your Subscription Term. Health Check Service availability is subject to scheduling and availability of Autodesk consulting resources, and will be provided subject to the terms and conditions set forth in Attachment 1 to this Exhibit A. You are not obligated to participate in a Health Check Service, but should You elect to do so, this Section 3.D. governs.

E. Beta Software Access:

From time to time Autodesk may conduct evaluations of new pre-release Releases or Software. As a Subscription with Platinum Support customer You may be invited to participate in such evaluations related to new Releases of the Software under Subscription with Platinum Support, subject to Your assent to such terms and conditions as Autodesk may provide for such evaluations. Your SAM will alert You to upcoming pre-release evaluation opportunities and assist You in registering to participate.

ATTACHMENT 1 TO EXHIBIT A

Health Check Service Task Order and Governing Terms

Part I – Health Check Service Task Order Template:

1. SCOPE OF WORK

Autodesk will provide the following services (“Health Check Services”) related to supporting one of Your projects: Health Check Services to support one project related to Software covered by Subscription with Platinum Support.

Task – Health Check Service – (Available as part of Subscription with Platinum Support)

Autodesk will provide Health Check Service to monitor the progress of Your designated project involving the deployment and use of Software that is under Subscription with Platinum Support. The Health Check Service may be performed on-site at one of Your facilities and/or remotely. The Health Check Service generally includes:

- A. Performance of a project audit to investigate the means and methods used by Your project team in the application of the Software under Subscription with Platinum Support. Project data is reviewed either off-site or on-site.
- B. Creation of a Health Check report presenting the findings with respect to the designated project’s health, which may also include project-and-Software-related recommendations of best practices and improved project workflow procedures.
- C. Autodesk will address in the report any accumulated problems, and for the duration of the Health Check Service, will monitor ongoing status of the project and implementation of recommended improvements.
- D. Autodesk will evaluate files and models across disciplines and Your project teams for completeness, common issues, and adherence to best practices.

Health Check Services - (Not to exceed four (4) consulting days total)

Services	Days
Prep Call – remote conference call.	0.25
Project Audit – May be delivered onsite or remotely depending on project needs.	2.00
Deliverables & Documentation – remote write up, documentation, and recommendations.	1.50
Delivery Call – remote conference call.	0.25
Total Effort	4.00

Work Location and Required Facilities: On-site and/ or remote via conference call.

Resources: Autodesk Project Consultant

2. SCHEDULING

Autodesk shall perform Health Check Services for You for up to the total number of consulting days shown above, during the Term of Your Subscription with Platinum Support, at such mutually agreed time as is scheduled by the parties, provided that a minimum of ten (10) business days notice will be required for scheduling any Health Check Service request. Cancellations or changes may be made without penalty up to ten (10) business days prior to the start of delivery of the scheduled Health Check Services.

3. NO ADDITIONAL CONSULTING SERVICES FEES OR EXPENSES DUE

The Health Check Services and associated Deliverables are included in the Subscription Fees for Subscription with Platinum Support. Travel and other expenses incurred by Autodesk in connection with the delivery of Services and any associated Deliverables are included in the Subscription Fees for Subscription with Platinum Support.

Part II – Health Check Service Terms and Conditions:

TERMS AND CONDITIONS

(DELIVERY OF HEALTH CHECK SERVICE PLATINUM BENEFIT)

Services: Autodesk will provide qualified personnel to provide the Health Check Service described in accordance with the Health Check Service Task Order set forth above.

No Acceptance: Acceptance will be deemed received upon completion of the Health Check Service .

Facilities: You shall provide work space as reasonably necessary, and access to all necessary personnel and information required for Autodesk to perform the Health Check Service. You acknowledge that such access and facilities is essential to the provision of the Health Check Service.

Confidentiality: Through their relationship, the parties may have access to certain proprietary information and materials of the other, including business plans, customers, technology, trade secrets, and products that are confidential and of substantial value which value would be impaired if such information were disclosed to a third party (“Confidential Information”). The parties agree that neither shall disclose any such Confidential Information of the other party to any third party and each shall take every reasonable precaution to protect the Confidential Information.

Limitation of Liability: The maximum cumulative and aggregate liability of Autodesk for all claims arising under or related in any manner to the Health Check Service is limited to Your direct damages and shall not exceed the total Subscription Fees paid for the Subscription with Platinum Support Term in effect when such damages accrue. Further, in no event shall either party be liable for special, indirect, incidental, consequential, punitive, or exemplary damages or for loss of profits, revenues, contracts, customers, loss of data, business interruption, or failure to realize expected cost savings even if advised of the possibility of same or same were reasonably foreseeable. You acknowledge that the Subscription Fees fairly reflect this allocation of risk.

Limited Warranty: AUTODESK WARRANTS THAT THE AUTODESK PERSONNEL WILL BE COMPETENT AND QUALIFIED TO PERFORM THE SERVICES ASSIGNED BY CUSTOMER AS AGREED AND SET FORTH IN THIS ATTACHMENT 1 TO EXHIBIT D. IN THE EVENT OF A BREACH OF THIS WARRANTY, CUSTOMER’S EXCLUSIVE REMEDY AND AUTODESK’S SOLE LIABILITY SHALL BE LIMITED TO AUTODESK’S OBLIGATION TO USE ITS REASONABLE EFFORTS TO REPLACE THE RELEVANT PERSONNEL. THESE ARE HEALTH CHECK SERVICE DELIVERY TERMS AND CONDITIONS. ANY WORK PRODUCT OF ANY KIND, IN ANY FORM OR FORMAT, THAT MAY BE PROVIDED IN CONNECTION WITH THE SERVICES IS PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Ownership: Autodesk shall own all systems, software, documentation, tools, utilities, methodologies, specifications, techniques, trade secrets, know how, and other materials, owned or in the possession of Autodesk prior to the effective date of this Consulting Services Order or developed by Autodesk hereunder and/or used in connection with the Health Check Service, together with all intellectual property rights therein, whether or not they are specifically adapted by Autodesk for use in the Health Check Service.

Independent Contractors: The relationship of the parties is that of independent contractors. Under no circumstances shall any employee of one party be deemed to be an employee of the other for any purpose. Neither party shall have the right to assume or create any obligation or responsibility on behalf of the other.