

Autodesk Creative Finishing Support and Subscription Agreement

This agreement (“Agreement”) for Autodesk Subscription for Autodesk Creative Finishing (formerly Advanced Systems) software products, the Software Program (defined below) is between Autodesk and You which signed the Autodesk quote and order terms and conditions (You, Your subsidiaries and affiliates ordering subscription hereunder, each and collectively hereinafter “You” or “Your”), and is effective as of the Effective Date (defined below). If you use, make use of or otherwise receive in any manner the benefits described in this Agreement, You are consenting to be bound to the terms of this Agreement.

1. DEFINITIONS

The following definitions, which are set forth in alphabetical order, apply throughout this Agreement and should be read in their entirety. All capitalized terms shall have the definitions as either set forth below or otherwise described in this Agreement.

“Additional Support”: the additional support that You can purchase as described in Section 2 and Exhibit C. Additional Support is only available if You already have purchased Subscription or Hotline Support.

“Ancillary Product”: any product (other than an Extension or a Release) which Autodesk may furnish to You from time to time as part of the Autodesk Subscription.

“Ancillary Services”: any services or benefits (other than, where applicable, delivery of an Extension, Release or Ancillary Product or Support) which may be provided to You from time to time as part of the Autodesk Subscription in Your country, and which (where applicable) are further described on the Autodesk website or other site or location as may be designated by Autodesk and (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 Services to the Autodesk Subscription from time to time, without prior notification to You, and to make them available only in English. Some Ancillary Services may not be available for Your Software Program.

“Autodesk”: either the Autodesk company from which you purchased Subscription or the Autodesk company doing business in the country of the Reseller from which you purchased Subscription, as applicable.

“Autodesk Designated Website”: any website or other location designated from time to time by Autodesk for Autodesk Subscription.

“Autodesk Software License”: Autodesk Inc.’s standard end-user license agreement granting You a license to use a copy of the Software Program. The Autodesk Software License may sometimes be referred to as a master software license agreement and the Autodesk Software License is either included with or incorporated with each copy of a Software Program or is signed by You or is otherwise deemed to have been accepted by You through Your use of the Software Program.

“Autodesk Subscription”: the Autodesk program and rules under which You can purchase Subscription.

“Autodesk-Certified Third-Party Hardware”: the third-party hardware and hardware components designated specifically by Autodesk as being Autodesk supported, in accordance with its standards, including, but not limited to, Autodesk Stone software direct storage, memory, audio unit, tablet, CD-ROM, video adapters, graphics cards and other hardware peripherals. Autodesk-Certified Third-Party Hardware does not include any third-party hardware not designated as being supported by Autodesk or third-party hardware which Autodesk may designate from time to time, with such hardware including, without limitation, network switches.

“Business day”: a day which is not a Saturday, a Sunday or an Autodesk designated holiday.

“Core Linux Software Programs”: the Linux platform versions of the following Software Programs: Autodesk Flame, Autodesk Inferno, Autodesk Smoke Advanced, Autodesk Lustre Main and Autodesk Flame Premium software package.

“Customer Information Form”: the form completed by You or on Your behalf which includes, among other things, contact and other information that You authorize Autodesk and its designee to use in connection with Your Subscription account.

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

“Extension”: a license to use a modular addition to a Software Program incorporating corrections, enhancements or Autodesk Subscription information which supplement and enhance that Software Program or an intermediate release of a Software Program that includes, without limitation, minor feature and functionality enhancements. Designation of an “Extension” is in Autodesk’s sole discretion and Extensions for a Software Program are only available as a standalone deliverable if You have Subscription for a Software Program.

“Hotline Support”: the support, as described in Section 2 and Exhibit B, which You can purchase separately from Subscription pursuant to the terms of this Agreement.

“Included Support”: the support that is included with Your Subscription as set forth in Section 2 and Exhibit A herein.

“Media Management and Infrastructure Software”: the following Autodesk software products: Autodesk StoneFS, Autodesk Wire, Autodesk Burn, Autodesk Backdraft Conform, and Autodesk Lustre Media Server software. The entitlement to receive Extensions, Releases, Ancillary Products, Ancillary Services and Included Support for such Media Management and Infrastructure Software is based on Your having license for each of the aforementioned Media Management and Infrastructure Software and Subscription for that Software Program. **“Non-Supported Third-Party Hardware or Software”**: the non-Autodesk-Certified Third-Party Hardware or non-Autodesk Software Program that is manufactured by a third party and sold by Autodesk or Resellers to or otherwise procured by You for use with a Software Program. Without limiting the generality of the foregoing, if you purchase a license for a Software Program that is not bundled by Autodesk with Autodesk-Certified Third-Party Hardware, the term “Non-Supported Third-Party Hardware” also shall include all hardware used by You in connection with such Software Program, even if such hardware otherwise would have been Autodesk-Certified Third-Party Hardware were it purchased bundled by Autodesk with the Software Program license. Accordingly,

where such hardware is included by Your Reseller or any other party rather than by Autodesk with the Software Program license, such hardware is Non-Supported Third-Party Hardware.

“Other Third-Party Hardware Support”: the support for Non-Supported Third-Party Hardware or Software that may be offered by third-party providers and which support may be purchased by You from Autodesk or Resellers. Other Third-Party Hardware Support is subject to availability and which support may be purchased will be determined by Autodesk from time to time.

“Release”: a license to use a full commercial version of a Software Program incorporating all Extensions relating to that Software Program offered by Autodesk since the next preceding version of that Software Program or which enhances or improves the functionality of the next preceding version of that Software Program, and for which Autodesk normally charges a fee. A Release includes the documentation customarily provided by Autodesk with a Software Program and the designation of a “Release” is in Autodesk’s sole discretion. A “Release” does not mean: (a) an Extension; or (b) a future Autodesk computer program that is a separate product and not a direct successor, as may be designated by Autodesk in its sole discretion, to a Software Program.

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

“Software Program”: 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, or if You have license of the Media Management and Infrastructure Software to be used with a Software Program, then Software Program shall mean each of the computer programs included within such series, bundle or family or the Media Management and Infrastructure Software. Any supplemental software code provided to You as part of the Subscription and/or Support is considered part of the Software Program for which such code was provided and the use thereof is governed by the Autodesk Software License and this Agreement. Software Program shall also include Extensions and Releases related to such Software Program.

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

“Subscription/Support Fee”: the fee paid by You for Subscription and/or Support.

“Support”: the support offerings described in this Agreement, including Hotline Support, Included Support and Additional Support.

“Term”: the terms (initial and renewal) set out in Section 6.1.

“User”: the individual or individuals authorized by You to receive and have access to the Autodesk Subscription. All Users shall be bound by the applicable terms and conditions of this Agreement. Autodesk reserves the right, but shall have no obligation, to verify that Users have been authorized by You and to restrict access to the Autodesk Subscription entitlements if, in its reasonable judgment, a User cannot be so verified.

“You”/“Your”: the individual or entity which purchases Subscription and/or Support.

2. SUBSCRIPTION AND SUPPORT

This Agreement covers the terms and conditions that apply and govern when You purchase Subscription and/or Support.

2.1 Subscription

If You have purchased Subscription, Autodesk grants You Subscription for each Software Program for which You have purchased Subscription, with the Subscription purchase as designated on Your Autodesk order confirmations or invoices (either sent to You directly or to Your Reseller). Unless otherwise set forth by Autodesk, Subscription consists of the entitlement to receive Extensions, Releases, Ancillary Products, Ancillary Services and Included Support, if and when available. Your use of Extensions, Releases and Ancillary Products shall be governed by the terms and conditions of the Autodesk Software License included with them, or in the absence of an Autodesk Software License, by the Autodesk Software License which governs the use of the Software Program to which the Extension, Release or Ancillary Product relates. You may not distribute, rent, loan, sell, sublicense or otherwise transfer or market any Software Program, Extension, Release, Ancillary Product or Ancillary Services to any other person without Autodesk’s prior written consent. To purchase Subscription, You must be registered with Autodesk as the licensee of the most current version of the Software Program which You wish to place under Subscription. Any Release provided to You during the Term may require You to upgrade either hardware or operating system or both in order to install and to run a Software Program. Any related hardware or operating system costs are Your sole responsibility.

2.2 Support

Autodesk has the following Support offerings:

2.2.1 Included Support. Unless otherwise set forth by Autodesk, Included Support is a component of Your purchase of Subscription. The terms and conditions that govern Included Support are set forth herein and in Exhibit A.

2.2.2 Hotline Support. If You purchase Hotline Support, the terms and conditions that govern Hotline Support are set forth herein and in Exhibit B. Hotline Support may be purchased separately from Subscription and may not be available for all Software Programs.

2.2.3 Additional Support. If You purchase Additional Support, the terms and conditions that govern Additional Support are set forth herein and in Exhibit C. To purchase Additional Support for a Software Program, You must have Subscription or Hotline Support for the Software Program. Additional Support may not be available for all Software Programs.

2.2.4 Support for a Software Program shall be provided to You by Autodesk via Your Users only and such provision of Support by Autodesk shall be governed exclusively by this Agreement. If support for a Software Program is provided by any other party(ies), such support offering shall be governed by terms and conditions entered into between You and such other party(ies). You may not transfer, market, or provide support to third parties using Support without the prior written consent of Autodesk.

2.2.5 General terms and conditions applicable to all Support offerings.

(a) For all Support offerings, Autodesk:

(i) shall accept and respond to requests from a User arising from (1) installation, including installation of license administration tools, configuration and troubleshooting of the Software Program; and (2) customization of the Software Program using uncompiled macro languages such as LISP and VBA insofar as the macro language commands and functions do not perform as documented. Autodesk will not accept or respond to requests from a User arising from any scripting or programming issues or issues related to third party applications, peripherals, networks or operating systems.

(ii) shall make reasonable commercial efforts to resolve all requests submitted by Users in a professional and workmanlike manner. However, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AUTODESK MAKES NO WARRANTY AS TO ANY PROPOSED RESOLUTION OF A REQUEST. ALL SUPPORT PROVIDED UNDER SUBSCRIPTION SHALL BE SUBJECT TO THE PROVISIONS OF SECTION 7 OF THIS AGREEMENT.

(b) Submission of Support Requests:

Users must submit requests in the language that is supported by the applicable Autodesk support center. The supported languages will be published from time to time by Autodesk on the Autodesk Designated Website.

2.2.6 Support shall only be provided for: (a) the most current Release of a Software Program; (b) any Extensions to that Release; and (c) the three (3) immediately next preceding Releases of that Software Program. If You are located in Brazil, for purposes of Brazilian Software Law, the Technical Validity Term of a Software Program shall be the term between the date of release of the then-current version of such Software Program and six (6) months after the date Autodesk makes the most current release of that Software Program commercially available.

2.2.7 Autodesk is not obliged to provide Support requested as a result of: (a) operation of the hardware on which the Software Program is installed in environmental conditions outside those prescribed by the hardware manufacturer; (b) operation of the Software Program with a version of the operating system software other than that specified by Autodesk; (c) operation of the Software Program in a software or hardware environment not recommended by Autodesk for the Software Program or operation of the hardware on which the Software Program is installed or used in environmental conditions outside those prescribed by the hardware manufacturer; (d) failure to maintain the hardware on which the Software Program is installed or used in accordance with standards prescribed by the manufacturer and/or Autodesk; (e) failure to ensure that Your Users are fully trained in the use and operation of the Software Program; (f) the Software Program being serviced, maintained or modified by anyone other than Autodesk; (g) Your hardware failing to meet the minimum specification prescribed by Autodesk for use with the Software Program; (h) Non-Supported Third-Party Hardware or Software unless You have purchased the applicable Other Third-Party Support and in the event of such Other Third-Party Hardware Support, unless otherwise indicated in writing by an authorized representative of Autodesk, Autodesk shall only provide support for Non-Supported Third-Party Hardware to the extent and in the manner in which it receives such support from such third-party provider; (i) any other problem arising from Your failure to perform Your responsibilities as set forth in this Agreement; and (j) any failure by a third-party

hardware provider to provide third-party hardware support to Autodesk or to You. In addition and any other provision of this Agreement notwithstanding, in the event that after first level troubleshooting and problem identification, Autodesk determines that the error or malfunction is attributable to Non-Supported Third Party Hardware or Software, Autodesk may assist You with information on how to contact the vendor of such Non-Supported Third Party Hardware or Software but Autodesk will not be required to provide any Support to correct such error or malfunction. Further, Support for Autodesk-Certified Third-Party Hardware is limited and subject to the support that such third-party provider provides to Autodesk and Autodesk has no obligation to provide Support for such Autodesk-Certified Third-Party Hardware if such support is not offered or is otherwise not commercially or reasonably available from such third-party provider. Autodesk reserves the right to charge additional fees to You for third-party hardware support.

2.2.8 You must: (a) ensure that Your User submits Support requests in accordance with this Agreement; (b) at all times maintain Subscription for the licenses for the Software Programs 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 or Resellers to provide Support.

2.2.9 You acknowledge and agree that Support is provided solely for Your internal use to support Your use of the Software Programs 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 Programs covered under Subscription. You further acknowledge and agree that the Software Programs form 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.

2.3 Ancillary Services

Autodesk may provide Ancillary Services to You subject to and in accordance with this Agreement and any supplementary terms and conditions and Your obligations applicable to each type of Ancillary Service, which applicable supplementary terms and conditions and Your obligations must be accepted by You prior to accessing and using those Ancillary Services. Unless and until You accept the supplementary terms and conditions applicable to a particular Ancillary Service, You agree that Autodesk is under no obligation to provide such Ancillary Service to You.

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

Certain Ancillary Services available only to Subscription Customers for Core Linux Software Programs are set forth in Exhibit D.

3. PURCHASES; RENEWALS

3.1 Purchases/Fees. Unless otherwise agreed, payment for Your Subscription and/or Support is due annually in advance and is due no later than thirty (30) days from the date of any invoice that You receive from Autodesk if You purchase directly from Autodesk. If You purchase Subscription and/or Support from a Reseller, payment terms shall be as determined between You and the Reseller.

3.2 Renewals. Prior to expiration of Your initial Subscription and/or Support Term, You may purchase Subscription and/or Support for a renewal Term from a Reseller or Autodesk. Unless otherwise agreed by Autodesk, if You do not purchase a renewal for Your Subscription or Support prior to expiration of the Term, Your Subscription or Support will automatically expire. Unless otherwise agreed by Autodesk, if You wish to reinstate expired Subscription, You must purchase both the then-current Release and Subscription for that Release and You may also be subject to the payment of additional fees and expenses, including, without limitation, late or other reinstatement fees and expenses.

4. AUTODESK SUBSCRIPTION ADDITIONS

Subscription purchased for additional Software Programs shall be added to Your Autodesk Subscription account on a prorated annualized basis, rounded up or down (as determined by Autodesk), and synchronized to the Effective Date (defined below) of Your Subscription initial Term or Subscription renewal Term.

5. DELIVERY

Extensions, Releases or Ancillary Products shall at Autodesk's discretion be (a) 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), (b) shipped to You via an Autodesk authorized third party, or (c) available for download at the Autodesk Designated Website. Autodesk will make commercially reasonable efforts to notify You of availability of an Extension, 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, 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 ("**Effective Date**") of the initial Term of Your Subscription or Support will be (a) if You purchase directly from Autodesk, the Autodesk shipment date of the underlying Software Program for which You purchased Subscription or Support, or (b) if You purchase Subscription from a Reseller, the date Autodesk ships the underlying Software Program for which You purchased Subscription or Support from a Reseller; or (c) if designated by Autodesk, the date of the order of Your Subscription or Support (as evidenced by the Autodesk invoice either to You or to Your Reseller). Renewal Terms of Subscription or Support shall commence on an anniversary of the Effective Date. The initial Term of Your Subscription or Support will continue for one (1), two (2) or three (3) years from the Effective Date, depending on the length of initial Term for which You qualify, select and purchase. Renewal Terms of Your Subscription or Support 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 next following renewal Term (as the case may be), depending on the length of renewal Term which You select and purchase.

6.2 Each of Autodesk and You may immediately terminate Your Subscription or Support if either party fails to perform its obligations under this Agreement 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 or Support if You fail to pay Autodesk or Your Reseller (as the case may be) for Subscription or Support or renewal in accordance with their terms. Autodesk may terminate Your Subscription or Support at any time for convenience, in which case Autodesk shall refund that proportion of the applicable Subscription/Support Fee You paid which equals the unexpired portion of the then current Term.

7. LIMITATION OF LIABILITY; NO WARRANTIES

IN NO EVENT WILL AUTODESK BE LIABLE FOR DAMAGES FOR FAILURE TO MANUFACTURE OR MAKE COMMERCIALY AVAILABLE EXTENSIONS, RELEASES, ANCILLARY PRODUCTS OR ANCILLARY SERVICES OR SUPPORT 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 OR SUPPORT HEREUNDER SHALL BE LIMITED TO YOUR DIRECT DAMAGES AND SHALL NOT EXCEED THE SUBSCRIPTION/SUPPORT FEE PAID BY YOU FOR THE SUBSCRIPTION OR SUPPORT IN RESPECT OF WHICH THE CLAIM ARISES. THIS LIMITATION WILL APPLY EVEN IF AUTODESK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU ACKNOWLEDGE THAT THE SUBSCRIPTION/SUPPORT 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.

AUTODESK SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER ARISING FROM LOSS OR THEFT OF ANY EXTENSION, RELEASE OR ANCILLARY PRODUCT. YOU ARE SOLELY RESPONSIBLE FOR SAFEGUARDING EXTENSIONS, RELEASES AND ANCILLARY PRODUCTS FROM LOSS OR THEFT AND FOR PROTECTING YOUR INVESTMENT THROUGH INSURANCE OR OTHER APPROPRIATE MEANS.

Nothing contained in this Agreement limits Autodesk's liability to You in the event of death or personal injury resulting from Autodesk's negligence. These limitations shall be in addition to, and not in substitution for, the limitations of liability set out in any applicable Autodesk Software License.

Any applicable third party manufacturer warranties are passed through to You. You must contact the hardware provider directly to get any covered warranty replacement parts directly from the hardware provider.

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 EXTENSION, RELEASE, ANCILLARY PRODUCT, ANCILLARY SERVICES 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 WILL ENSURE THAT THE OPERATION OF SOFTWARE PROGRAM WILL BE

ERROR FREE OR UNINTERRUPTED; (B) ERRORS WILL BE CORRECTED; (C) AUTODESK WILL RESOLVE ANY SUPPORT REQUEST BY A USER; OR (D) THAT ANY RESOLUTION PROPOSED OF A SUPPORT REQUEST WILL MEET YOUR EXPECTATIONS OR REQUIREMENTS. NOTHING IN THIS AGREEMENT RESTRICTS THE EFFECT OF WARRANTIES OR CONDITIONS WHICH MAY BE IMPLIED BY LAW WHICH CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED.

8. GENERAL

8.1 Governing Law. The rights and obligations of the parties under this Agreement shall be governed by and construed : (a) if You purchase 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 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 this Agreement. Regardless of where You purchase: (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 Support or this Agreement 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 this Agreement without Autodesk's prior written consent. Autodesk may assign or sub-contract any of its rights or obligations hereunder. No modification of this Agreement 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 this Agreement or any subsequent breach or default.

8.4 United States Export Controls. U.S. law prohibits or restricts distribution, export or re-export of an Extension, Release, Ancillary Product or Ancillary Services or technical data or Support to (a) Cuba, Iran, North Korea, Sudan, Syria or any other embargoed or restricted country, (b) any destination requiring a license from the United States Government unless such license is obtained; or (c) persons or organizations on the U.S. Table of Denial Orders, the Entity List, or the List of Specially Designated Nationals and Blocked Persons. By purchasing Subscription You certify that You are neither a citizen of Cuba nor a resident of any embargoed country nor an individual on the Table of Denial Orders, Entity List, or List of Specially Designated Nationals and Blocked Persons nor a representative or employee of any organization on any of these denial lists.

8.5 Entire Agreement; Severability. Unless explicitly specified herein, this Agreement, any signed Autodesk terms and conditions that relate to this Agreement, and any documents they refer to constitute the entire agreement between the parties concerning Support and 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 Agreement and those of an Autodesk Software License, the terms and conditions of this 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 Support or Subscription or in any Subscription-related or Support-related communication by You which purport to vary this Agreement 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 this Agreement 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 Designated Website or any other method that Autodesk reasonably determines will provide appropriate notice. Notices from You shall be in writing and may be sent by mail or electronic mail. Notices from Autodesk to You shall be effective 1) 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 2) 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 3) in the case of postings to the Autodesk Designated Website or other methods deemed reasonable by Autodesk, ten (10) Business days after such notices are posted to the Autodesk Designated Website or delivered in the manner reasonably determined by Autodesk. 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 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. Autodesk's current Privacy Policy can be reviewed at www.autodesk.com and/or is available from Your local Autodesk office. You also specifically consent to Autodesk providing information about Your Support requests and Your use of Autodesk Designated Website to the Reseller which is providing support or otherwise listed or designated by You as Your Reseller of record for purposes of providing support hereunder.

8.8 Survival. Sections 7 and 8 of this Agreement shall survive termination of Your Subscription Term(s).

8.9 Revised Terms and Conditions. Autodesk may revise this Agreement, supplementary terms and conditions, and Ancillary Services at any time and will notify You of any such revision. Notification may occur via email, be posted on the Autodesk Designated Website 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 or Support will continue to be governed by the last Agreement that You accepted (including any deemed acceptances) until the end of Your then current Subscription or Support Term (if You have paid all applicable Subscription/Support Fees for the entire Term, if You have not paid all applicable fees for the entire Term then Your Subscription or Support will end at the end of the year for which You have paid the applicable fees), and at the end of such Term, Your Subscription or Support shall expire. If You do not so notify Autodesk, or if You place new order(s) for, or renew Your Subscription or Support or continue to pay Your annual or other Subscription/Support Fee (if applicable), You will be deemed to have accepted the revisions for all Your Subscription or Support. Notwithstanding the foregoing, in the event Autodesk revises this Agreement, 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 fees related to said revision, if any.

EXHIBIT A

INCLUDED SUPPORT

Unless otherwise agreed by Autodesk in writing, Included Support is available only for those qualifying Software Programs listed on the Autodesk Designated Website or as set forth herein or otherwise designated by Autodesk and not for any other software programs, NFR Versions, Trial or Evaluation Versions or Educational Versions, as those terms are defined in the Autodesk Software License.

Included Support consists of the following:

- software application support described in Section 2.2 via a telephone hotline and/or email
- access to a password-protected online knowledgebase
- access to remote log-in diagnostics
- the provision of Support during Autodesk Business days, generally 9 a.m. to 5 p.m. Monday through Friday, although hours may vary as Autodesk may designate from time to time

EXHIBIT B

Hotline Support. You may purchase standalone Hotline Support for a Software Program (subject to availability) separately from Subscription. If You purchase Hotline Support, Your Support includes:

- software application support described in Section 2.2 via a telephone hotline and/or email
- the provision of Support during Autodesk Business days, generally 9 a.m. to 5 p.m. Monday through Friday, although hours may vary as Autodesk may designate from time to time

Your Support is subject to the terms and conditions set forth in Section 2 and otherwise in this Agreement provided, however, Your Support does not include any other Subscription benefits or entitlements other than the Hotline Support.

EXHIBIT C

ADDITIONAL SUPPORT

You may purchase any of the following Additional Support offerings:

1.1. Autodesk-Certified Third-Party Hardware Support. If You purchase Autodesk-Certified Third-Party Hardware support for a Software Program, You must have Subscription or Hotline Support for such Software Program. With the purchase of Autodesk-Certified Third-Party Hardware support You will be entitled to receive Advanced Parts Exchange (“APE”) service (as described below) for Autodesk-Certified Third-Party Hardware components.

APE service provides replacement of a defective part for Autodesk-Supported Third-Party Hardware prior to Your returning the defective part to Autodesk. Though Autodesk will use reasonable efforts to provide next Business day parts delivery, actual delivery date can vary based on factors outside of Autodesk’s control including parts availability and variables relating to delivery at Your location. One-way courier charges included for parts replacement. You must return the defective part to Autodesk within 30 days of receipt of replacement part. Replacement of defective parts for Autodesk-Supported Third-Party Hardware is subject to availability from the manufacturer and Autodesk is under no obligation to replace parts that have been discontinued or are otherwise unavailable or which, due to the laws of Your jurisdiction or other requirements, may not be shipped or delivered to You.

1.2 Autodesk On-site Assistance. If You purchase Autodesk On-site Assistance for a Software Program, You must have Subscription or Hotline Support for such Software Program and Autodesk-Certified Third-Party Hardware support. With the purchase of Autodesk On-site Assistance You will be entitled to receive Autodesk on-site technical assistance (as described below).

Autodesk On-site Technical Assistance will be provided by designated personnel for, or on behalf of, Autodesk to assist You with issues solely caused by the Software Program or Autodesk-Certified Third-Party Hardware. Autodesk will send a representative to Your site to provide on-site Software Program and Autodesk-Certified Third-Party Hardware support for Autodesk-Certified Third-Party Hardware component(s) as necessary and as described in this Agreement. Autodesk On-site Assistance Support is only available in certain geographical locations. Autodesk On-site Assistance Support does not include on-site system installation for new products or on-site installation of software updates. These services are sold separately. On-site technical assistance will be provided only at the location(s) agreed to by You and Autodesk. Autodesk may, at its sole discretion, determine the most appropriate type of service to be provided in order to solve the reported problem. Autodesk will use commercially reasonable efforts to provide on-site next Business day service during Autodesk’s regular business hours applicable to Your location. Autodesk’s regular business hours are generally 9 a.m. to 5 p.m. Monday through Friday – hours may vary. Autodesk may vary these hours as it deems desirable given local business practices. Response times for on-site service will also vary depending on Your location. On-site technical assistance is available on the next Business day only when Autodesk’s Hotline Support process has failed to resolve the reported problem.

1.3 Other Third-Party Hardware Support. If You purchase Other Third-Party Hardware Support, separate terms and conditions for such support will apply and may be made available via Autodesk Designated Website.

EXHIBIT D

ANCILLARY SERVICES

FOR CORE LINUX SOFTWARE PROGRAMS

This Exhibit D sets forth certain Ancillary Services available if You have licensed and purchased Subscription for a Core Linux Software Program. These Ancillary Services are not available under this Agreement with respect to any other Software Programs.

1.0 Supplemental Definitions

“Access”: to use or benefit from using the functionality of a Core Linux Software Program.

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

“Network Version”: being subject to the Network Version License Parameters.

“Network Version License Parameters”: subject to the applicable Autodesk Software License You may Install and Access one (1) copy of the Core Linux Software Program on Your file server, for Your own internal business needs, using the Autodesk License Manager tool (if any). The Core Linux Software Program 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.

“Permitted Number”: a number relevant for the applicable License Parameters. The Permitted Number is one (1) for each Core Linux Software Program that You license and purchase Subscription for.

“Previous Version”: for a Core Linux Software Program, a Previous Version is a Network Version of any of the three Releases prior to the most current Release, but in no event any Release of such Network Version Core Linux Software Program prior to the 2011x1 (also referred to as 2001 Extension 1) minor releases.

“Standalone (Individual) Version”: being subject to the Standalone (Individual) Version License Parameters.

“Standalone (Individual) Version License Parameters”: subject to the applicable Autodesk Software License You may Install and Access one (1) copy of the Core Linux Software Program on one (1) individual Computer, solely for Your internal business needs. You may not allow the Core Linux Software Program to be Accessed, operated, or viewed from, or Installed or uploaded to, other Computers through a network connection. Except as otherwise explicitly permitted by Autodesk, You may not Install or Access the Core Linux Software Program other than on one (1) Computer at a time.

2.0 Network Version Election

2.1 When you purchase a license for a Core Linux Software Program, you will receive a Standalone (Individual) Version. Anytime during the Term of Your Subscription you may elect to convert the Standalone (Individual) Version to a Network Version (a “Network Version Election”).

2.2 You may make Your election by logging onto the Creative Finishing Edge Support Portal and following the instructions provided there. If You make the Network Version Election, reversal of Your election and return to a Standalone Version requires that you file a Support Request seeking reversal and execute a Software Removal Agreement confirming that you have Uninstalled the Network Version.

2.3 Your Installation and Access of the Network Version shall be subject to the Network Version License Parameters and the terms and conditions of the Autodesk Software License applicable to the Core Linux Software Program, as modified by this Exhibit D (the “**Applicable License Terms**”). For avoidance of doubt, in the event of any inconsistency between the licensing provisions of the Autodesk Software License and this Exhibit D, the provisions of this Exhibit D shall control.

2.4 Upon expiration of the Term of Your Subscription, you may retain and continue to Access the Network Version of each Core Linux Software Program for which You made a Network Version Election prior to such expiration, subject to the Applicable License Terms.

3.0 Previous Version Use Rights

3.1 Notwithstanding anything contained in the Autodesk Software License accompanying your Core Linux Software Program that are under Subscription or any Release or Core Linux Software Program provided to You under Your Subscription, for which You have made a Network Version Election, for the Term of Your Subscription, You may install and continue to use, Previous Versions of each Network Version Core Linux Software Program that you have licensed and is under Subscription, 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 3.0;

(b) the number of Previous Version licenses for any particular Network Version Core Linux Software Program that You may use and install shall not exceed the total number of licenses of that Network Version Core Linux Software Program that are under Subscription; and

(c) 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.

Notwithstanding anything in this Section 3.1 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 Network Version Core Linux Software Program, including Previous Version(s), exceed the maximum number of licenses of the Network Version Core Linux Software Programs licensed to You and under Subscription.

3.2 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 Core Linux Software Programs complies with the provisions of this Agreement. In the event any audit discloses a breach of this

Agreement, Autodesk reserves the right to terminate this Agreement and/or recover damages, attorney's fees, and costs, including the cost of the audit.

3.3 If you cross-grade to a Software Program that is not a direct successor to the Network Version Core Linux Software Program previously licensed by You and from which You upgraded, the provisions of this Section 3.0 shall no longer apply, and you must uninstall all copies of the Network Version Core Linux Software Programs 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 cross-grade. Autodesk reserves the right to require you to show satisfactory proof that the Network Version Core Linux Software Programs from which You cross-graded (and any Previous Versions thereto) has been destroyed and/or to conduct the audit set forth in Section 3.2 above.

3.4 In the event Autodesk, in connection with the Network Version Core Linux Software Programs licensed to You hereunder, provides you additional software that supplements or extends the Network Version Core Linux Software Programs, that additional software shall be subject to the terms and conditions of this Agreement unless otherwise specified at the time of delivery.

3.5 Nothing herein requires Autodesk to supply you with media containing Previous Versions of the Network Version Core Linux Software Programs or related documentation or to issue additional authorization codes or hardware or software locks. Moreover, Autodesk 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 Network Version Core Linux Software Programs 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 Network Version Core Linux Software Program that has been retired or otherwise discontinued by Autodesk.