

AUTODESK POST PROCESSOR SERVICES AGREEMENT
(Governs Certain Basic Product Training and Post Processor Services)

1.0 Definitions.

(a) "Autodesk" means Autodesk, Inc., or an Autodesk, Inc., affiliate, as applicable, referenced in the Quotation

(b) "Customer" means the party acquiring the Services pursuant to a Quotation from Autodesk.

(c) "Quotation" means an Autodesk quotation, executed by Customer, that includes the Services, or such other signed writing referencing the Services as the parties may mutually agree.

(d) "Services" means the basic product training and/or technical consulting services more particularly described in Appendix 1 to this Agreement.

2.0 Services. Autodesk shall provide to Customer and Customer shall acquire from Autodesk the Services set forth in the applicable Quotation.

3.0 Fees. Customer shall pay to Autodesk the fees for the Services ("Fees") in accordance with the payment schedule set out in the Quotation. Note that any basic product training services specified in the Quotation must be consumed by Customer within twelve (12) months of the order effective date. **Basic product training services and/or delivery for Post Processor must be scheduled at least 3 months prior to the end of the twelve (12) month term.** Basic product training services not utilized within such period expire without right of refund.

4.0 Duties and Taxes. All Fees under this Agreement are exclusive of any and all duties and tax, levy or similar governmental charge that may be assessed by any jurisdiction, including, without limitation, any export, VAT, sales, use or goods and services taxes and business taxes, customs or excise duties except for withholding taxes, net income, net worth or franchise taxes assessed on Autodesk. Any taxes required by local law to be withheld by Customer shall be remitted to the appropriate governmental authorities by Customer on behalf of Autodesk, with a copy of the tax receipt or certificate forwarded to Autodesk. If applicable, Customer must forward a copy of its tax exemption certificate to Autodesk prior to commencement of Services. Customer shall promptly reimburse Autodesk for any such taxes which Autodesk pays directly.

5.0 Expenses. In addition to the payment of Fees, Autodesk shall invoice customer for and Customer shall reimburse Autodesk for any actual expenses incurred by Autodesk in providing the Services, without mark-up, subject to the following guidelines:

(a) *Airfare:* Customer shall reimburse Autodesk for airfare which where possible shall be at economy or lower rate or at any other rate approved by Customer.

(b) *Ground Transportation:* Customer shall reimburse Autodesk for travel from Autodesk's assigned work location for dispatched Autodesk personnel to and from the Customer's facilities at the then current standard mileage rate generally accepted for tax purpose for use of a private automobile.

(c) *Incidental Transportation Expenses:* Customer will reimburse Autodesk for incidental transportation expenses such as bridge tolls and parking fees incurred for travel to and from Customer work locations.

(d) *Lodging and Meals:* Customer will reimburse Autodesk for reasonable lodging and meal expenses when Autodesk personnel are assigned to Customer's facilities requiring an overnight or longer stay. Autodesk shall not be entitled to reimbursement for meals purchased for persons other than Autodesk personnel assigned to the project.

6.0 Customer Specifications, Testing and Materials. Neither the Services nor the results and proceeds therefrom are a substitute for sound engineering judgment or Customer's professional judgment or independent testing and Autodesk shall not be liable in any manner for the outcome of the use by the Customer of the Services and the results and proceeds therefrom. Autodesk shall have no responsibility for the manufacture of any products or for any decisions regarding whether, and to what extent, the Services and any results and proceeds thereof, including any deliverables, are fit for manufacturing purposes and/or should be used in the manufacture of any products. Further, Autodesk shall have no responsibility for, or for establishing the adequacy of independent procedures for, the testing of, and for, the safety, reliability, accuracy, completeness, compliance with all applicable laws and other characteristics of any and all deliverables and any other product(s) which incorporate(s) or use(s) any deliverables or the Services and/or the results and proceeds therefrom. Customer is solely responsible for testing all of the results and proceeds of the Services including, but not limited to, to ensure product safety; compliance with any and all standards, regulatory, statutory and/or legislative requirements which apply to Customer's industry and/or the industry in which the Services and the results and proceeds therefrom are intended to be used by Customer. Neither the Services nor the results and proceeds therefrom are a substitute for sound engineering judgment or Customer's professional judgment, independent testing, design analysis, simulation, estimation, testing, and other activities including those with respect to product stress, safety, application and utility. Autodesk shall not be liable in any manner for the outcome of the use by the Customer of the Services and the results and proceeds therefrom. Customer is solely responsible for testing all of the results and proceeds of the Services including, but not limited to, to ensure product safety; compliance with any and all standards, regulatory, statutory and/or legislative requirements which apply to Customer's industry and/or the industry in which the Services and the results and proceeds therefrom are intended to be used by Customer. Customer further acknowledges and agrees that the Services and the results and proceeds thereof provided by Autodesk may not achieve the results Customer desires. Customer is solely responsible for all specifications provided by it and for satisfying itself that any deliverables referenced in the Services are acceptable and meet its specifications. Unless set out otherwise in the Services, failure to reject a deliverable within three (3) business days by Customer shall be deemed to constitute Customer's confirmation that the deliverables an the Services meet Customer's specifications.

7.0 Relationship of Parties. The parties to this Agreement are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise, or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent. Neither party shall represent itself as an agent, legal representative, or partner of the other and shall not assume or purport to create any obligation on behalf of the other

- 8.0 Confidentiality.** Through their relationship, the parties may have access to certain proprietary information and materials of the other (“Confidential Information”), including business plans, customers, technology, and products that are confidential and of substantial value to the respective party, which value would be impaired if such information were disclosed to third parties. The parties agree that neither shall disclose any Confidential Information to any third party and shall take every reasonable precaution to protect Confidential Information. In the event of termination of this Agreement, neither party shall use or disclose any Confidential Information of the other and each party shall promptly return, or certify in writing to the other party that it has destroyed, all Confidential Information that it obtained from the other. The obligations in this Section 6 will not apply to any information which (i) is or becomes available to the public other than by breach of this Agreement by the party receiving the information (“Recipient”), (ii) is rightfully received by Recipient from a third party without confidential limitations, (iii) is independently developed by Recipient’s employees without access to the other party’s Confidential Information, or (iv) is known to Recipient without any restriction on its use or disclosure prior to first receipt of it from the other party. Autodesk reserves the right to develop and market any technology similar to any technology disclosed to Autodesk without the use of Customer’s Confidential Information.
- 9.0 Warranty.** Autodesk warrants that the Autodesk personnel and any subcontractor(s) will be competent and qualified to perform the Services. In the event of any breach of such warranty, Customer’s exclusive remedy and Autodesk’s sole liability is limited to Autodesk’s reasonable efforts to replace the relevant Autodesk personnel with a qualified resource.
- 10.0 Disclaimer.** THIS IS A SERVICE AGREEMENT. EXCEPT AS SPECIFICALLY STATED IN SECTION 9.0, AUTODESK MAKES NO OTHER WARRANTIES OR CONDITIONS AND EXPLICITLY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS WHETHER EXPRESS OR IMPLIED BY LAW, USAGE OF TRADE, COURSE OF DEALING OR OTHERWISE, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.
- 11.0 Ownership.** Ownership of all systems, software, documentation, tools, utilities, methodologies, specifications, techniques and other materials, know how, and hardware (1) owned by or in the possession of Autodesk prior to the effective date of this Agreement and used by Autodesk in connection with the Services, and (2) developed by Autodesk in connection with the Services hereunder, together with the intellectual property rights therein, shall remain with Autodesk whether or not they are specifically adapted by Autodesk for use in the Services. This provision shall survive termination of this Agreement. If Autodesk provides Customer with any training documents, Autodesk grants Customer a non-exclusive, non-transferable royalty-free license to reproduce and distribute the documents within its organization for its own internal use only, provided that all such copies carry Autodesk’s copyright notice.
- 12.0 Limitation of Liability.** **SAVE IN THE EVENT OF DEATH OR PERSONAL INJURY CAUSED BY AUTODESK’S NEGLIGENCE OR FOR LIABILITY ARISING FROM FRAUDULENT MISREPRESENTATION, THE MAXIMUM CUMULATIVE AND AGGREGATE LIABILITY OF AUTODESK AND ITS AFFILIATES, SUBSIDIARIES AND RELATED COMPANIES, AND THEIR EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, AND AGENTS FOR ALL COSTS, LOSSES OR DAMAGES**

FROM CLAIMS ARISING UNDER OR RELATED IN ANY WAY TO THE SERVICES PROVIDED UNDER THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, IS LIMITED TO CUSTOMER'S DIRECT DAMAGES ONLY AND SHALL NOT EXCEED THE TOTAL AMOUNT SET FORTH IN THE PARTICULAR QUOTATION FOR THAT SERVICE. 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 USE, LOSS OF DATA, BUSINESS INTERRUPTION, COST OF REPLACEMENT GOODS OR SERVICES, OR FAILURE TO REALIZE EXPECTED COST SAVINGS EVEN IF ADVISED OF THE POSSIBILITY OF SAME OR SAME WERE REASONABLY FORESEEABLE. CUSTOMER ACKNOWLEDGES THAT THE FEES PAID FOR THE SERVICE FAIRLY REFLECT THIS ALLOCATION OF RISK.

- 13.0** **Force Majeure.** The parties shall not be responsible for any failure to perform or for any delay in performance of its obligations, except the obligation of payment, under this Agreement where the failure or delay is due to acts of God, war, fire, flood, earthquakes, terrorism or terrorist act, civil unrest, strikes, lockouts or other labor disturbances, failure or interruption of a third party internet connection(s) or infrastructure, or any other circumstances beyond the control of that party.
- 14.0** **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of (a) England if Licensee acquired the Services in a country in Europe, Africa or the Middle East, (b) Singapore if Licensee acquired the Services in a country in Asia, Oceania or the Asia-Pacific region, or (c) the State of California (and, to the extent controlling, the federal laws of the United States) if Licensee acquired the Services in a country in the Americas (including the Caribbean) or any other country not specified in this Section 9.2 (Governing Law and Jurisdiction). The laws of such jurisdictions shall govern without reference to the conflicts-of-laws rules thereof. The UN Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act shall not apply to (and are excluded from the laws governing) this Agreement. In addition, each party agrees that any claim, action or dispute arising under or relating to this Agreement will be brought exclusively in (and the parties will be subject to the exclusive jurisdiction of) the Superior Court of the State of California, County of Marin, or the United States District Court for the Northern District of California in San Francisco, except that if Licensee has acquired the Services in (a) a country in Europe, Africa or the Middle East, any such claim or dispute will be brought exclusively in (and the parties will be subject to the exclusive jurisdiction of) the courts of England, or (b) a country in Asia, Oceania or the Asia-Pacific region, any such claim or dispute will be brought exclusively in (and the parties will be subject to the exclusive jurisdiction of) the courts of Singapore. Nothing in the foregoing will prevent Autodesk from bringing an action for infringement of intellectual property rights in any country where such infringement is alleged to occur.
- 15.0** **Assignment and Subcontracting.** This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Customer may not assign this Agreement or any of its rights or obligations hereunder to a third party without the prior written consent of Autodesk, which consent shall not be unreasonably withheld or delayed. Autodesk may assign or otherwise transfer its rights and obligations to its affiliates or successors-in-interest (whether by purchase of stock or assets, merger, operation of law, or otherwise) of that portion of its business related to the subject matter hereof. Autodesk may subcontract all or any portion of performance of the Services to one or more authorized third parties under the

direction of Autodesk.

- 16.0 Amendment and Waiver.** No amendment, modification, or waiver of this Agreement shall be binding unless executed in writing by both parties. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision (whether or not similar) or any subsequent breach or default, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.
- 17.0 Severability.** Any provision in this Agreement which is held to be illegal or unenforceable in any jurisdiction shall be ineffective to the extent of such illegality or unenforceability without invalidating the remaining provisions and any such illegal or unenforceable provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law.
- 18.0 Entire Agreement.** This Agreement, including all Contract Documents, constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions of the parties, whether oral or written. There are no warranties, representations or other agreements between the parties in connection with the subject matter hereof except as specifically set forth in this Agreement. Terms or conditions contained in any order placed by Customer or in any other communication by Customer, which purport to vary the terms of this Agreement shall be void and of no effect unless explicitly agreed in writing signed by an authorized representative of Autodesk.
- 19.0 Export Controls and ITAR.** In conformity with laws and regulations of the United States and other countries relating to international trade: (a) Customer shall not provide Autodesk with any information or materials that are controlled under the International Traffic in Arms Regulations ("ITAR"), and (b) Customer shall not disclose, export or re-export, directly or indirectly, any product, documentation or technical data (or direct products thereof) provided by Autodesk under this Agreement to any country, entity or other party which is ineligible to receive such items under U.S. laws and regulations as modified from time to time by the U.S. Department of Commerce or the U.S. Department of the Treasury or under other laws or regulations to which Customer may be subject. Customer shall be solely responsible for (a) complying with those laws and regulations and (b) monitoring any modifications to them.
ITAR. Customer agrees that any Customer-provided materials do not include any material, data or technology which are subject to the International Traffic in Arms Regulations ("ITAR," 22 CFR 120-130) and Autodesk will not accept any component of Customer-provided materials that contains or that Autodesk believes contains any material, data or technology which are subject to ITAR.
- 20.0 No Setoff.** The right of either party to any payment provided for under this Agreement will not be subject to any abatement, reduction, setoff, defense, counterclaim or recoupment of any amount due or alleged to be due by reason of any past, present or future claims of the other party.
- 21.0 Survival.** Sections 3.0, 4.0, 5.0, 6.0, 7.0, 8.0 9.0, 10.0, 12.0, 14.0, 16.0, 17.0, 18.0, 19.0 and 21.0 of shall survive completion of the Services describe in the applicable Quotation.

APPENDIX 1

1. If you purchased **Autodesk CAM Services**, “Services” means your choice (subject to availability from Autodesk in your country) of either:
 - a. Onsite or Offsite participation in a training program offered by Autodesk from time to time for the Autodesk product subscription you have purchased; or
 - b. Onsite or Offsite access to an Autodesk consulting resource to provide services in relation to the Autodesk product subscription you have purchased;

For purposes of **CAM Services**:

- (i) “Onsite” means an entitlement to the services of one Autodesk trainer for one training course per day, or one Autodesk consulting resource for one day, at your premises;
and
 - (ii) “Offsite” means an entitlement for one person to attend one training course offered by Autodesk for one day.
2. If you purchased **Autodesk Post Processor Services**, “Services” means an entitlement to the services of an Autodesk consulting resource for one day to assist with configuration of post processor functionality within the Autodesk product subscription you have purchased, to your machine according to your reasonable requirements.