



## Autodesk Direct Order Terms and Conditions

These Direct Order Terms and Conditions together with the applicable Terms of Use (as defined below) govern the attached quote issued by the Autodesk company specifically identified on the quote ("Autodesk"). Upon signature by the authorized representative of the entity whose information is set forth in the quote ("Customer"), these terms and conditions together with the applicable Terms of Use that accompany the products and/or services being purchased, form a binding agreement between Autodesk and Customer ("Agreement"). This Agreement is effective as of the date signed by Customer.

**1. Products and Services.** The Autodesk entity identified on the quote is primarily responsible for providing the products and/or services outlined in the quote, or causing such products and/or services to be provided, to Customer. Notwithstanding the obligations of the Autodesk entity identified on the quote, the parties acknowledge and agree that Autodesk, Inc. or its subsidiaries or affiliates ("Autodesk Affiliate") may deliver an identified product or service in accordance with these Direct Order Terms and Conditions. The parties further acknowledge and agree that the right to use or access the identified products and services is subject to separate terms and conditions, including but not limited to a license of intellectual property rights, with Autodesk Affiliates as set out in section 7 of these Direct Order Terms and Conditions.

**2. Payment.** Payment is due 30 days from date of invoice, unless otherwise stated on the attached quote, and shall be subject to Autodesk credit approval. Autodesk may specify a particular payment method or specific conditions for payment methods on the quote, and Customer agrees to make payment in accordance with those conditions. Any payment overdue will be subject to interest charges which shall accrue at a rate of 1.5% per month (18% annually), or the maximum rate permitted by law, whichever is less, from the due date until the total invoice amount has been paid in full. Further, if Customer fails to timely pay the fee, Autodesk may terminate ongoing access to the products and/or services listed in the accompanying quote.

**3. Term. Automatic Renewal.** Autodesk subscriptions, maintenance, and/or web-based services are generally made available on an annual term basis; however, certain subscriptions, maintenance, and/or web-based services may be made available on a month-to-month, quarterly or multi-year basis. If it is indicated on the quote that any subscriptions, maintenance, and/or web-based services are auto-renewing or recurring, then subject to applicable laws and Autodesk's issuance of a renewal invoice, at the end of the term of such subscriptions, maintenance, and/or web-based services, those subscriptions, maintenance, and/or web-based services will automatically renew for successive terms of the same duration. The price for each renewal term (renewal price) of the subscriptions, maintenance, and/or web-based services shall be the then current price (plus Taxes). At the end of the then current term, Autodesk will issue Customer with an invoice (renewal invoice) for the renewal price for the next renewal term and Customer agrees to pay that renewal price within 30 days of the date of said invoice. If Customer provides written notice within 14 days after the renewal invoice (via email to [na.service@autodesk.com](mailto:na.service@autodesk.com)) that Customer does not agree to renew due to a price increase, Autodesk will take steps to terminate the subscriptions, maintenance, and/or web-based services. If Customer fails to timely pay the renewal price, Autodesk may terminate, or procure the termination of, ongoing access to such subscriptions, maintenance, and/or web-based services. Customer may elect to cancel an automatic renewal for a particular subscription, maintenance, and/or web-based services at any time by providing at least 30 days written notice before the renewal date (via email to [na.service@autodesk.com](mailto:na.service@autodesk.com)), in which case the term will end at the end of the then-current term. The terms and conditions of this quote will apply to each renewal transaction (unless otherwise agreed between Customer and Autodesk in writing).

**4. Prices, Fees and Taxes.** All prices and amounts payable by Customer under this Agreement are exclusive of any tax, levy or similar governmental charge that may be assessed by any jurisdiction, including, without limitation, any federal, state or local sales, excise, use or goods and services taxes, or the equivalent, whether based on the delivery, possession or use of the products or services, the execution or performance of the Agreement or otherwise ("Taxes"), except for net income, net worth or franchise taxes assessed on Autodesk. Any such Taxes to be collected by Autodesk shall be the responsibility of the Customer, and shall appear as a separate item on Customer's invoice (unless Autodesk receives a valid tax exemption certificate from Customer prior to shipment). Except as otherwise specified on your quote, Customer acknowledges and agrees that all amounts payable to Autodesk must be made free and clear without deduction for any and all present and future Taxes imposed by any taxing authority. In the event that Customer is prohibited by law from making such payments unless Customer deducts or withholds taxes therefrom and remits them to the local taxing jurisdiction, then Customer will make additional payments such that the taxes on the original payment amount are fully borne by Customer, and Customer will withhold and remit all such taxes (including taxes on any additional payments) in a timely manner. In such case, Customer must pay to Autodesk



the original amount. Further, Customer will promptly provide Autodesk with a copy of an official tax receipt or other appropriate evidence of any taxes imposed on payments made under this Agreement, including taxes on any additional amounts paid.

**5. Electronic Delivery.** Most product and services will be delivered electronically. Autodesk or an Autodesk Affiliate will make such software products or services available to Customer for download from a website designated by Autodesk or accessible via a link, and (where applicable) by sending valid corresponding serial numbers for those products or services to Customer. In this case, delivery shall occur when such electronic (remote) access to the products or services has been made available for download or has been made accessible via a link to Customer, or (where applicable) valid corresponding serial numbers have been sent to the email address supplied by Customer with the order. Where applicable, Customer shall be responsible for importing products and/or services fulfilled electronically into the Customer's country.

**6. Delivery of Physical Products.** Unless otherwise specified by Autodesk in writing, any physical products in the attached quote to be shipped to Customer shall be delivered to Customer or its carrier agent in accordance with the below table. The delivery entity's obligation for the relevant products shall be complete, and title and risk of loss with respect to those products shall pass to Customer, on fulfillment in accordance with the shipping terms applicable to the delivery country or region as set out below. Customer shall bear all applicable Taxes, duties and similar charges that may be assessed after delivery. Autodesk or the relevant Autodesk Affiliate shall select and instruct the carrier as to these agreed terms. All freight, insurance, and other shipping expenses, as well as any special packing expense, shall be paid by Customer if required in accordance with the table below. Autodesk and the applicable Autodesk Affiliate will use reasonable commercial efforts to minimize delivery delays; however, Customer's sole remedy if any scheduled delivery is delayed for more than 60 days will be to cancel this Agreement in writing, without further liability to either party.

Autodesk Entity	Delivery Region	Shipping Term (physical shipments only)
Autodesk, Inc.	Global, excluding EMEA	CPT (Incoterms 2010) to destinations in this geographic area
Autodesk Ireland Operations Unlimited Company	All countries and regions in Europe, Middle East and Africa (EMEA)	CPT (Incoterms 2010) to destinations in this geographic area

**7. Terms of Use for Licensed Products, Subscriptions and/or Services.** All references in these terms and conditions and the attached quote to the subscription, sale, selling, quote or purchase of "products" which are software programs shall mean the sale of the applicable end user license or services to use with respect to software programs. Customer agrees to use each product and/or service subscribed to or purchased hereunder in accordance with the terms and conditions ("Terms of Use") that accompany, or are otherwise designated by Autodesk as governing the use of, such product or services and that are available at the following website(s) or any successor or other website or location as may be designated by Autodesk and which are hereby incorporated by this reference:

- If Customer is obtaining a new or renewing an existing Autodesk product or web services subscription: [www.autodesk.com/company/terms-of-use/general-terms](http://www.autodesk.com/company/terms-of-use/general-terms)
- If Customer is renewing a maintenance plan: <https://www.autodesk.com/company/legal-notices-trademarks/autodesk-terms-and-conditions-legacy>
- If Customer is obtaining an enterprise success program: <https://www.autodesk.com/company/legal-notices-trademarks/enterprise-success-program>
- If Customer is obtaining consulting or training services: <https://www.autodesk.com/company/legal-notices-trademarks/autodesk-terms-and-conditions-governing-the-provision-of-consulting-services>
- If Customer is purchasing materials testing services: <https://www.autodesk.com/company/legal-notices-trademarks/autodesk-terms-and-conditions-governing-the-provision-of-consulting-services>

**8. Limitation of Liability.** TO THE FULL EXTENT PERMITTED BY LAW, THE MAXIMUM CUMULATIVE AND AGGREGATE LIABILITY OF AUTODESK, AND AUTODESK AFFILIATES AND THEIR EMPLOYEES, OFFICERS, AND DIRECTORS, FOR ALL COSTS, LOSSES OR DAMAGES FROM CLAIMS ARISING UNDER OR RELATED IN ANY WAY TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, IS LIMITED TO CUSTOMER'S DIRECT DAMAGES ONLY AND SHALL NOT EXCEED THE TOTAL LICENSE OR OTHER FEES PAID BY THE CUSTOMER TO AUTODESK UP TO A MAXIMUM OF ONE HUNDRED THOUSAND U.S. DOLLARS (US\$100,000.00). FURTHER, TO THE FULL EXTENT PERMITTED BY LAW, 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 FAIRLY REFLECT THIS ALLOCATION OF RISK. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

CUSTOMER ACKNOWLEDGES AND AGREES THAT AUTODESK AND AUTODESK AFFILIATE PRODUCTS AND SERVICES ARE COMMERCIAL PROFESSIONAL TOOLS THAT ARE NOT INTENDED FOR HOUSEHOLD, DOMESTIC OR CONSUMER USE. HOWEVER, WHERE AUTODESK IS NOT PERMITTED TO LIMIT CUSTOMER'S REMEDIES AS DESCRIBED IN THIS SECTION UNDER APPLICABLE LAW, OR WHERE ANY WARRANTY OR GUARANTEE IS IMPOSED BY STATUTE IN RELATION TO THIS AGREEMENT AND CANNOT BE EXCLUDED, THEN TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE LIABILITY OF AUTODESK AND AUTODESK AFFILIATES, AND CUSTOMER'S EXCLUSIVE REMEDY WILL BE (AT AUTODESK'S OPTION): (I) IN THE CASE OF GOODS, ANY ONE OR MORE OF THE FOLLOWING: (A) THE REPLACEMENT OF THE GOODS OR THE SUPPLY OF EQUIVALENT GOODS; (B) THE REPAIR OF THE GOODS; (C) THE PAYMENT OF THE COST OF REPLACING THE GOODS OR OTHER SIMILAR GOODS; OR (D) THE PAYMENT OF THE COST OF HAVING THE GOODS REPLACED; OR (II) IN THE CASE OF SERVICES: (A) THE SUPPLY OF THE SERVICES AGAIN; OR (B) THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN.

**9. Export Controls.** In conformity with laws and regulations of the United States and other countries relating to international trade, Customer and its employees, agents and third parties shall not disclose, export or re-export, directly or indirectly, any product, documentation or technical data (or direct products thereof) provided 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 (i) complying with those laws and regulations and (ii) monitoring any modifications to them.

**10. Confidential Information.** Customer shall hold in confidence all pricing and business information disclosed by Autodesk or Autodesk Affiliates during the term of the Agreement. The obligations of confidentiality shall not extend to a) information which is in the public domain at the time of its transmittal or which subsequently comes into the public domain without violation of an obligation of confidence assumed hereunder; b) information rightfully received from a third party without violation of an obligation of confidence; or c) information which Customer can show to have been in its possession at the time of transmittal.

**11. Force Majeure.** Neither Autodesk nor the Customer shall be held liable in the event of their non-compliance with any of these terms and conditions, except the obligation of payment, when such non-compliance can be shown to be a direct result of a strike, lockout, act of God, theft, emergency or any other matter or event outside its direct control.

**12. Insolvency and Breach.** If the Customer defaults in paying any sum due or if any distress or execution is levied upon the Customer his property or assets or if the Customer makes or offers to make any composition with creditors or commits any act of bankruptcy or act which would be an act of bankruptcy if committed by an individual or if a petition be presented for a receiving order in the case of an individual or the appointment of a receiver, a receiver and manager or administrative receiver or an administrator in the case of a company, Autodesk will be entitled at any time thereafter to terminate the agreement formed hereunder (including but not limited to the applicable Terms of Use that accompany the products and/or services being subscribed to or purchased) without prejudice to Autodesk's right to recover monetary damages.

**13. Waiver.** Failure by Autodesk to enforce any provision of these terms and conditions will not affect Autodesk's right to enforce any

other provision of these terms and conditions or to enforce any of the terms and conditions in the future.

**14. Third Party Products.** Any third party hardware and/or software that is delivered by Autodesk, or Autodesk Affiliates at the request of Autodesk, for use in conjunction with Autodesk products shall be subject to the third party terms and conditions and/or license agreements between Customer and the third party. The hardware and third party software is provided "AS IS," without any warranty of any kind. Any representations or warranties as to such hardware or third party software shall only be as granted by the applicable third parties, if any, that accompany such products. Any representations, warranties, or other similar obligations with respect to the hardware and third party software flow directly from the third party to Customer and Autodesk shall have no responsibility at all for any such representations, warranties, obligations or lack thereof.

**15. Assignment.** Autodesk may assign all or any of its rights or obligations under these Terms and they shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and permitted assigns of Autodesk. Customer may not assign all or any part of the Customer's obligations under this Agreement without Autodesk's express written consent.

**16. Governing Law.** The governing law and the forum for dispute resolution will vary depending on Customer's location as indicated by the address on the quote. The governing law for this Agreement, including any rights, obligations and claims of the parties, is specified below. The laws of such jurisdictions shall govern without regard to choice of laws principles. Any litigation between the parties shall be commenced and maintained exclusively in the forum identified below. The parties expressly submit themselves to the exclusive jurisdiction of such courts. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. If for any reason a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect.

Customer's location is in:	Governing law is:	Exclusive jurisdiction/forum for dispute resolution:
United States	(i) State of California, and (ii) to the extent controlling, federal laws of the United States	(i) United States District Court for the Northern District of California in San Francisco, or (ii) Superior Court of the State of California, County of Marin
Mainland China, Hong Kong and Macau	Hong Kong	Arbitration before three arbitrators in Hong Kong administered by the Hong Kong International Arbitration Centre (HKIAC) under the HKIAC administered arbitration rules in force when the notice of arbitration is submitted
Europe, the Middle East or Africa	Ireland	Courts of Ireland
Asia, Oceania or the Asia-Pacific region, other than Mainland China, Hong Kong and Macau.	Singapore	Courts of Singapore

All other countries or regions not described above	(i) State of California, and (ii) to the extent controlling, federal laws of the United States	(i) United States District Court for the Northern District of California in San Francisco, or (ii) Superior Court of the State of California, County of Marin
--	--	---

**17. Entire Agreement.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties and 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. Customer further acknowledges that no additional or different terms or conditions submitted on any purchase order issued by Customer, including any preprinted terms, shall be applicable to this Agreement or binding on Autodesk unless specifically agreed to in writing by an authorized representative of Autodesk. Customer acknowledges and agrees that i) Autodesk is under no obligation to proceed with or implement any Autodesk business or product plans, product roadmaps and proposed products specifications that Autodesk may have discussed with Customer, including those discussed pursuant to confidentiality agreements; ii) any statements by Autodesk, including in connection with such plans, are not intended to be a promise or guarantee of future delivery of products, services or features; and iii) Customer is not making purchasing decisions in reliance on Autodesk statements made in connection with such plans or otherwise.

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

THERE ARE SIGNIFICANT ADDITIONAL TERMS AND CONDITIONS, WARRANTY DISCLAIMERS AND LIABILITY LIMITATIONS CONTAINED IN THE APPLICABLE TERMS OF USE, WHICH ARE INCORPORATED HEREIN BY REFERENCE. THE CUSTOMER'S SIGNATURE ON THE QUOTE INDICATES THAT CUSTOMER UNDERSTANDS ALL OF THE TERMS OF THIS AGREEMENT AND AGREES TO BE BOUND BY ITS PROVISIONS.

**19. Surviving Provisions.** Sections 1, 2, 3, 4, 7, 8, 9, 15, 16, 17, 18 and 19 of these terms and conditions shall survive expiration of these terms and conditions.

**20. Language.** The parties hereto confirm that it is their wish that these Direct Order Terms and Conditions are written in the English language only. Les parties aux présentes confirment leur volonté à ce que ceci documents soient rédigés en anglais. Notwithstanding the foregoing, the quote may be provided in one or more other language versions. Translated versions of these Direct Order Terms and Conditions may also be made available at Autodesk's discretion, and such translations will be for reference only. If there is any discrepancy between the English version and its corresponding non-English version, the English version shall prevail.



## ADDITIONAL TERMS AND CONDITIONS GOVERNING THE PROVISION OF CONSULTING OR MATERIALS TESTING SERVICES

If Customer purchased consulting services from an Autodesk company ("Autodesk"), then the following terms and conditions shall apply to the provision of those consulting or materials testing services, **in addition** to any other terms and conditions accepted by Customer when Customer purchased those consulting services ("Agreement").

**1. Service Agreement.** Autodesk shall provide to Customer and Customer shall acquire from Autodesk the services set forth in the Autodesk quote or order form ("Quote or Order Form") under which Customer purchased those services and as specified in more detail in the services schedule (if any) attached to that Quote or Order Form ("Services"). Autodesk shall provide the Services at the location (if any) set out on the Quote or Order Form in accordance with the timetable set forth in the Services Schedule (if any). Autodesk may subcontract all or any portion of performance of the Services to one or more authorized third party(ies) under the direction of Autodesk provided that Autodesk shall at all times remain responsible for the performance of the Services. Les parties aux présentes confirment leur volonté à ce que cette entente ainsi que tous les documents qui s'y rattachent, y compris les avis, soient rédigés en anglais.

**2. Payment of Fees and Expenses.** Autodesk will invoice fees, actual expenses and taxes, if any, monthly and at project completion. Payment is in accordance with Quote or Order Form terms. Customer shall reimburse Autodesk for all materials, applicable taxes, and all reasonable out-of-pocket expenses incurred by Autodesk in providing the Services including, without limitation, project-related travel and living expenses. Save in the case of pre-approved expenses, AUTODESK shall obtain YOUR prior approval for any travel or travel related expenses. Customer will include a line item for such expenses on its purchase order or purchase order exception document. Customer acknowledges this agreement is for the supply of the identified Services only. Acceptance, formal or otherwise, is not a prerequisite to payment for the Services and payment shall not be withheld based on any acceptance conditions.

**3. Limited Warranty.** Autodesk warrants that the Services will be provided with due skill and care, using competent and qualified staff.. EXCEPT AS PROVIDED IN THIS SECTION AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. To the maximum extent permitted by law, Customer's exclusive remedy, and Autodesk's sole liability, for breach of such express or implied warranty shall be limited to Autodesk's reasonable efforts to replace the relevant staff with a qualified resource.

**4. Ownership.** Autodesk or its licensors (if any) shall own all products, concepts, materials, techniques, methods and knowhow used or provided by Autodesk in the provision of Services or included in or with the Services. Except for the license granted below, Customer shall not have or obtain any rights in such proprietary products, concepts, materials, techniques, methods and know-how, without the prior approval in writing from Autodesk. Autodesk may market, distribute, make derivative works from, and sell similar work to other customers without further notice to or consent from Customer. Nothing in this Agreement shall restrict or prohibit Autodesk's right to use concepts, techniques, and know-how used or developed in the course of performing the Services.

**5. License to Work Products.** Autodesk grants to Customer a perpetual, worldwide, non-exclusive, non-transferable, royalty-free license to use the Services and the products, concepts, materials, techniques, methods and know-how included in or with the Services in Customer's internal business operations. This license shall not apply to any Autodesk or third-party software which may be provided prior to, concurrent with or following the provision of the Services. Customer's use of such software shall be governed exclusively by the license agreement(s) accompanying such software.

**6. Customer Responsibilities.** In addition to any Customer responsibilities specified in the Services Schedule (if any), Customer shall provide work space and related facilities, as necessary, and access to all necessary Customer personnel and information required for Autodesk to perform work under this Services Order. Customer acknowledges that such access and facilities is essential to the provision of the work hereunder.

**7. Confidential Information.** Through their relationship, Autodesk and Customer 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 to the respective party, which value would be impaired if such information were

disclosed to third parties ("Confidential Information"). Autodesk and Customer agree that neither shall disclose any Confidential Information to any third party nor shall take every reasonable precaution to protect Confidential Information. In the event of termination of this Agreement, each party shall promptly return any Confidential Information that it obtained from the other. The provisions of this section shall not apply to any information which (i) is or becomes available to the public other than by breach of the Agreement by the receiving party, (ii) is rightfully received by receiving party from a third party without confidential imitations, (iii) is independently developed by receiving party's employees without access to Confidential Information, or (iv) is known to the receiving party without any restriction on its use or disclosure prior to first receipt of it from the disclosing party. This Agreement shall not be used to disclose Confidential Information that (a) is specially designed for a military or space application or is subject to military-related controls under the International Traffic in Arms Regulations ("ITAR"), the U.S. Export Administration Regulations, or other applicable laws or regulations; or (b) requires any of the recipient's employees or independent contractors to hold a security clearance under the laws or regulations of any jurisdiction.

**8. Termination.** In the event either party materially breaches or defaults in the performance of any of its obligations hereunder (which breach or default has not been remedied within fifteen (15) days after written notice is given to the defaulting party specifying the breach or default) or in the event Customer fail to pay Autodesk any amount required to be paid under the Agreement, the party not in default may by written notice terminate that part of the Agreement relating to the Services as of the date specified in such termination notice. In the event of termination for any reason, Customer shall pay Autodesk for all Services and deliverables (where applicable) provided up to the date of termination at an amount equivalent to that proportion of the Services provided to the date of termination, as well as for all work-in process on a time and materials basis at the then current standard Autodesk rates for similar services. In the event of termination as aforesaid by Autodesk for Customer breach, Customer shall also reimburse Autodesk for all costs incurred to terminate or renegotiate any supplier or subcontract agreements that Autodesk entered into in connection with this service agreement or for redeployment of Autodesk personnel.

**9. Expiration.** These terms and conditions shall expire upon completion of the Services and full payment for those Services, unless earlier terminated in accordance with this section.

**10. Changes.** Should Customer desire to modify or extend the work performed under this Services Order after it has been signed, the parties will develop and sign written change orders. Prior to Customer's issuance of change orders, Autodesk will provide a detailed description of work to be completed, fee and expense estimates, and duration. Customer will authorize the change order via a written notification prior to Autodesk initiating any work. Pricing will be set forth in each change order.