

### 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 for products and/or services issued by the Autodesk company specifically identified below ("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. 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. 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.

**2. Term. Automatic Renewal.** Autodesk subscriptions, maintenance, and/or web-based services are generally made available by Autodesk on an annual term basis; however, Autodesk may, at its sole discretion, make certain subscriptions, maintenance, and/or web-based services 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 [WWSS.GSO.Field.Operations.Specialists@autodesk.com](mailto:WWSS.GSO.Field.Operations.Specialists@autodesk.com)) that Customer does not agree to renew due to a price increase, Autodesk will terminate the subscriptions, maintenance, and/or web-based services. If Customer fails to timely pay the renewal price, Autodesk may terminate ongoing access to such subscriptions, maintenance, and/or web-based services. Customer may elect to cancel an automatic renewal for a particular subscriptions, maintenance, and/or web-based services at any time by providing at least 30 days written notice before the renewal date (via email to [WWSS.GSO.Field.Operations.Specialists@autodesk.com](mailto:WWSS.GSO.Field.Operations.Specialists@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).

**3. 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).

**4. Delivery.** 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. Autodesk's delivery 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 by Autodesk. Autodesk 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 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. Notwithstanding the foregoing, Autodesk reserves the right to fulfill software product and/or service orders in the attached quote by making 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 fulfilled electronically into the Customer's country.

Autodesk Entity	Delivery Country or Region	Shipping Terms (physical shipments only)
Autodesk, Inc.	United States of America	CPT (Incoterms 2010) Autodesk USA's facilities
Autodesk, Inc.	Canada	DDP (Incoterms 2010)
Autodesk, Inc.	Latin America	CPT (Incoterms 2010) Autodesk
Autodesk Asia Pte Ltd	Asia-Pacific (excluding Australia, New Zealand and Japan)	CPT (Incoterms 2010) to destinations in this geographic area
Autodesk Australia Pty. Ltd.	Australia	CPT (Incoterms 2010) to destinations in this geographic area
Autodesk Australia Pty. Ltd.	New Zealand	CPT (Incoterms 2010) to destinations in this geographic area
Autodesk India Private Ltd.	India	CPT (Incoterms 2010) to destinations in this geographic area
Autodesk, Ltd. Japan	Japan	DDP (Incoterms 2010) to destinations in this geographic area
Autodesk Software (China) Co., Ltd.	Mainland China	Physical products are not available to be offered by Autodesk Software (China) Co., Ltd.
Autodesk France	France, Italy, Spain, Portugal, Morocco, Algeria, French oversea departments	CPT (Incoterms 2010) to destinations in this geographic area
Autodesk GmbH	Germany, Austria, Turkey, Russia, CIS countries, Armenia, Azerbaijan, Turkmenistan, Kazakhstan and Uzbekistan	CPT (Incoterms 2010) to destinations in this geographic area
Autodesk SA	Switzerland, Czech Republic, Poland, South Africa, Hungary, and all other countries in Europe and Africa not covered by another Autodesk Affiliate	CPT (Incoterms 2010) to destinations in this geographic area
Autodesk Ltd.	United Kingdom, Republic of Ireland, Belgium, Netherlands, Luxembourg, Sweden, Norway, Denmark, Finland, Iceland, Baltic States, Saudi Arabia, United Arab Emirates and all other Middle East countries	CPT (Incoterms 2010) to destinations in this geographic area

**5. 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 licensing perpetual use of Autodesk software programs: <http://www.autodesk.com/company/legal-notices-trademarks/software-license-agreements>
- If Customer is subscribing to a term license to an Autodesk software programs: <http://www.autodesk.com/company/legal-notices-trademarks/autodesk-terms-and-conditions>
- If Customer is obtaining or renewing a maintenance plan for an Autodesk software program <http://www.autodesk.com/company/legal-notices-trademarks/autodesk-terms-and-conditions>
- If Customer is subscribing to a web-based service: <http://www.autodesk.com/company/legal-notices-trademarks/terms-of-service-autodesk360-web-services>
- If Customer is obtaining a premium support offering: <http://www.autodesk.com/company/legal-notices-trademarks/autodesk-terms-and-conditions>

- If Customer is purchasing consulting or training services: <http://www.autodesk.com/company/legal-notices-trademarks/autodesk-terms-and-conditions-governing-the-provision-of-consulting-services>
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- If Customer is obtaining an interim support, maintenance or service offering: <http://www.autodesk.com/company/legal-notices-trademarks/autodesk-terms-and-conditions>

**6. Limitation of Liability.** TO THE FULL EXTENT PERMITTED BY LAW, THE MAXIMUM CUMULATIVE AND AGGREGATE LIABILITY OF AUTODESK AND ITS AFFILIATES, SUBSIDIARIES AND RELATED COMPANIES, 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 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 AUTODESK'S ENTIRE LIABILITY 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.

**7. 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.

**8. Confidential Information.** Customer shall hold in confidence all pricing and business information disclosed by Autodesk 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.

**9. 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.

**10. 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.

**11. 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.

**12. Third Party Products.** Any third party hardware and/or software that is delivered by 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 by Autodesk "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.

**13. 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.

**14. Governing Law.** This Agreement shall be governed by and construed under the laws of the country listed below as corresponds to the Autodesk contracting entity which issues the quote. 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.

Autodesk Contracting Entity in Quote	Governing Law	Forum
Autodesk, Inc.	State of California, U.S.A.	Marin County, California
Autodesk Asia Pte Ltd	Singapore	Courts of Singapore
Autodesk, Ltd. Japan	Japan	Tokyo District Court, Japan
Autodesk Australia Pty Ltd	New South Wales, Australia	Courts of the State of New South Wales, Australia
Autodesk Software (China) Co., Ltd.	People's Republic of China	Courts in Beijing, People's Republic of China
Autodesk India Private Limited	India	Courts of New Delhi, India
Autodesk SA	Switzerland	Canton of Neuchâtel
Autodesk Ltd. (UK)	England and Wales	Courts of England and Wales

**15. 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.

**16. 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.

**17. Surviving Provisions.** Sections 1, 4, 5, 6, 7, 8, 9, 10, 13, 14, 15 and 16 of these terms and conditions shall survive expiration of these terms and conditions.

**18. Language.** The parties hereto confirm that it is their wish that this Agreement, as well as all other documents relating hereto, including notices, are written in the English language only. 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. Notwithstanding the foregoing, the quote may be provided in English and one or more other language versions. If there is any discrepancy between the English version and its corresponding non-English version, the English version shall prevail.