

**Autodesk® Substation Design for Inventor®  
Autodesk® Substation Design for AutoCAD® Electrical**

END USER LICENSE AGREEMENT "AGREEMENT"

**Definitions:**

“Autodesk” means Autodesk, Inc., a Delaware corporation, except that if you acquire the license in (a) a country in Europe, Africa or the Middle East, “Autodesk” means Autodesk Development Sàrl or (b) a country in Asia, Oceania or the Asia-Pacific region, “Autodesk” means Autodesk Asia Pte Ltd.

“Substation Design Software” means either Autodesk® Substation Design for Inventor® or Autodesk® Substation Design for AutoCAD® Electrical products, together with any associated software including the Substation Designer Shell Software.

The terms and conditions that follow set forth a legal agreement ("Agreement") between you (either an individual or an entity), the end user, and Autodesk relating to the computer software known as Autodesk® Substation Design software. The term "Substation Design Software" includes and these terms and conditions also apply to (i) any updates or upgrades to the Substation Design Software that you may receive from time to time under a subscription service or other support arrangement, and (ii) any add-in modules to the Autodesk® Substation Design software you may order and install from time to time. You may not load or use the Substation Design Software in any computer or copy it without a license from Autodesk. Autodesk hereby offers you a non-exclusive license on the terms set out in this Agreement. You should carefully read these terms and conditions BEFORE installing and using the Substation Design Software. Installing and using the Substation Design Software will signify your agreement to be bound by these terms and conditions. If you do not agree to these terms and conditions, promptly uninstall return the Substation Design Software and the accompanying items (including written materials) for a refund. This is a license agreement and not an agreement for sale.

NOTE:IF THIS COPY OF THE SUBSTATION DESIGN SOFTWARE IS DESIGNATED AS AN AUTHORIZED RESELLER COPY, THE FOLLOWING TWO PARAGRAPHS ALSO APPLY TO YOU: THIS SUBSTATION DESIGN SOFTWARE IS MADE AVAILABLE FOR AN EVALUATION PERIOD ONLY. TO EXTEND YOUR USE OF THE SUBSTATION DESIGN SOFTWARE, YOU MUST CONTACT AUTODESK OR AN AUTODESK AUTHORIZED RESELLER TO RECEIVE YOUR COPY ENTITLING YOU TO THE COMMERCIAL LICENSE RIGHTS GRANTED BELOW.

DURING THE EVALUATION PERIOD, YOU MAY USE ONE COPY OF THE SUBSTATION DESIGN SOFTWARE ONLY TO EVALUATE IT. USE DURING THE EVALUATION PERIOD FOR ANY OTHER PURPOSE, INCLUDING COMPETITIVE ANALYSIS, IS STRICTLY PROHIBITED.

## 1.A GRANT OF LICENSE.

Autodesk grants you the following rights provided you comply with all terms and conditions of this Agreement:

a. You may install and use one copy of the Substation Designer Shell Software included with the Substation Design Software on a single server. You may install Autodesk Substation Design Software on any electronic device (“Device”) for an individual person (“User”) to access or utilize the substation Designer Shell.

## 1B. RESERVATION OF RIGHTS.

Autodesk reserves all rights not expressly granted to you in this Agreement.

## 2. INSTALLATION OF SERVER SOFTWARE ON PASSIVE FAIL-OVER SERVER.

If the Substation Designer Shell Software is used in a clustered environment, you may use the Substation Designer Shell Software on a temporary basis on a server that is employed only for fail-over support.

## 3. AUTHORIZATION AGREEMENT.

If this Substation Design Software requires an authorization, you must register your purchase of this Substation Design Software with Autodesk before an authorization code shall be issued to you, and Autodesk shall maintain your registration details.

## 4. LICENSE TERM.

Subject to the terms and conditions of this Agreement, the license to use the Substation Design Software is perpetual, unless the Substation Design Software is designated as a fixed-term license, a limited duration license or a subscription license, and in such case the term of the license shall be the term for which you have paid.

NOTE: ALL REMAINING PROVISIONS OF THIS AGREEMENT APPLY TO ALL VERSIONS OF THIS SOFTWARE.

## 5. RESTRICTIONS.

You May Not:

- copy or use the Substation Design Software or documentation except as permitted by this Agreement.

- reverse engineer, decompile, or disassemble the Substation Design Software except to the extent permitted by law where this is indispensable to obtain the information necessary to achieve interoperability of an independently created program with the Substation Design Software or with another program and such information is not readily available from Autodesk or elsewhere.
- distribute, rent, loan, lease, sell, sublicense, or otherwise transfer all or part of the Substation Design Software, documentation or any rights granted hereunder to any other person without the prior written consent of Autodesk .
- remove, alter, or obscure any proprietary notices, labels, or marks from the Substation Design Software or documentation.
- modify, translate, adapt, arrange, or create derivative works based on the Substation Design Software or documentation for any purpose.
- utilize any equipment, device, software, or other means designed to circumvent or remove any form of copy protection used by Autodesk in connection with the Substation Design Software, or use the Substation Design Software together with any authorization code, serial number, or other copy protection device not supplied by Autodesk directly or through an Authorized Autodesk Reseller.
- export the Substation Design Software or documentation in violation of U.S. or other applicable export control laws.
- use "multiplexing" technologies such as hardware or software that reduces the number of users or Devices directly accessing or using the Substation Designer Shell Software. Usage of these technologies does not reduce the number of required CALs. The number you need is based on the number of distinct inputs to the hardware or software "front end."
- resell, transfer or use, for any purpose other than demonstration, test or evaluation any Product identified as "Not for Resale" or "NFR."

## 6. COPYRIGHT.

Title and copyrights to the Substation Design Software, Documentation and accompanying materials, if any, and any copies made by you remain with Autodesk and its licensors. The structure, organization, and code of the Substation Design Software are valuable trade secrets of Autodesk and its licensors. Unauthorized copying of the Substation Design Software or documentation, or failure to comply with the above restrictions, will result in automatic termination of this Agreement. This Agreement does not grant you any intellectual property rights. The Product is licensed, not sold.

## 7. LIMITED WARRANTY.

Autodesk warrants that the Substation Design Software will be free of defects in materials and will perform substantially in accordance with the Documentation for a period of ninety (90) days from the date of receipt by you. Autodesk also warrants that any services it provides from time to time will be performed in a workmanlike manner in accordance with reasonable commercial practice. Autodesk does not warrant that the Substation Design Software or service will meet your requirements or that the operation of the Substation Design Software will be uninterrupted or error free or that any internet tool or service will be completely secure. Autodesk ' entire liability and your sole remedy under this warranty shall be to use reasonable efforts to repair or replace the nonconforming media or Substation Design Software or re-perform the service. If such effort fails, Autodesk or Autodesk ' distributor or reseller shall (i) refund the price you paid for the Substation Design Software upon return of the nonconforming Substation Design Software and a copy of your receipt or the price you paid for the service, as appropriate, or (ii) provide such other remedy as may be required by law. Any replacement Substation Design Software will be warranted for the remainder of the original warranty period or thirty (30) days from the date of receipt by you, whichever is longer.

#### 8. EXCEPTIONS TO LIMITED WARRANTY

Autodesk ' limited warranty is void if breach of the warranty has resulted from (i) accident, corruption, misuse or neglect of the Substation Design Software; (ii) acts or omissions by someone other than Autodesk ; (iii) combination of the Substation Design Software with products, material or software not provided by Autodesk or not intended for combination with the Substation Design Software; or (iv) failure by you to incorporate and use all updates to the Substation Design Software available from Autodesk .

#### 9. DISCLAIMER.

PRODUCT CONFIGURATION SOFTWARE, COMPUTER-AIDED DESIGN SOFTWARE AND OTHER TECHNICAL SOFTWARE ARE TOOLS INTENDED TO BE ADMINISTERED BY TRAINED PROFESSIONALS ONLY. THEY ARE NOT SUBSTITUTES FOR YOUR PROFESSIONAL JUDGMENT. PRODUCT CONFIGURATION SOFTWARE, COMPUTER-AIDED DESIGN SOFTWARE AND OTHER TECHNICAL SOFTWARE ARE INTENDED TO ASSIST WITH PRODUCT CONFIGURATION, QUOTATION AND DESIGN, AND ARE NOT SUBSTITUTES FOR INDEPENDENT VALIDATION OF COMPUTED PRODUCT PRICE (OR COST), BILL-OF-MATERIALS COHERENCE, MANUFACTURABILITY, SAFETY AND UTILITY. DUE TO THE LARGE VARIETY OF POTENTIAL APPLICATIONS FOR THE SOFTWARE, THE SOFTWARE HAS NOT BEEN TESTED IN ALL SITUATIONS UNDER WHICH IT MAY BE USED. AUTODESK SHALL NOT BE LIABLE IN ANY MANNER WHATSOEVER FOR THE RESULTS OBTAINED THROUGH THE USE OF THE SOFTWARE. PERSONS USING THE SOFTWARE ARE RESPONSIBLE FOR THE SUPERVISION, MANAGEMENT AND CONTROL

OF THE SOFTWARE. THIS RESPONSIBILITY INCLUDES, BUT IS NOT LIMITED TO, THE DETERMINATION OF APPROPRIATE USES FOR THE SOFTWARE AND THE SELECTION OF THE SOFTWARE AND OTHER PROGRAMS TO ACHIEVE INTENDED RESULTS. PERSONS USING THE SOFTWARE ARE ALSO RESPONSIBLE FOR ESTABLISHING THE ADEQUACY OF INDEPENDENT PROCEDURES FOR TESTING THE RELIABILITY AND ACCURACY OF ANY PROGRAM OUTPUT, INCLUDING ALL ITEMS CONFIGURED, QUOTED OR DESIGNED BY USING THE SOFTWARE.

#### 10. LIMITATION OF LIABILITY.

You recognize that the price paid for the license rights herein may be substantially disproportionate to the value of the products to be designed in conjunction with the Substation Design Software. For the express purpose of limiting the liability of Autodesk and its licensors to an extent which is reasonably proportionate to the commercial value of this transaction, you agree to the following limitations on Autodesk ' and its licensors' liability. Except as required under local law, the liability of Autodesk and its licensors, whether in contract, tort (including negligence) or otherwise, arising out of or in connection with the Substation Design Software or Documentation furnished hereunder and any service supplied from time to time shall not exceed the license fee you paid for the Substation Design Software or any fee you paid for the service. In no event shall Autodesk or its licensors be liable for special, indirect, incidental, punitive or consequential damages (including without limitation damages resulting from loss of use, loss of data, loss of profits, loss of goodwill or loss of business) arising out of or in connection with the use of or inability to use the Substation Design Software or Documentation furnished hereunder and any service supplied from time to time, even if Autodesk or its licensors have been advised of the possibility of such damages. However, certain of the above limitations may not apply in some jurisdictions.

#### 11. LIMITATIONS ON WARRANTIES.

The express warranty set forth in Article 7 is the only warranty given by Autodesk with respect to the Substation Design Software and documentation furnished hereunder and any service supplied from time to time; Autodesk and its licensors, to the maximum extent permitted by applicable law, make no other warranties, express, implied or arising by custom or trade usage, and specifically disclaim the warranties of merchantability and fitness for a particular purpose. In no event may you bring any claim, action or proceeding arising out of the warranty set forth in this Article 7 more than one year after the date on which the breach of warranty occurred.

#### 12. GENERAL.

Notices. Notices in connection with this Agreement by either party will be in writing and will be sent by electronic mail, postal service, or a delivery service (such as UPS, FedEx or DHL), except that you may not provide notice to Autodesk of an Autodesk breach or provide notice of termination of this Agreement by electronic mail. Notices from

Autodesk to you will be effective (a) in the case of notices by email, one (1) day after sending to the email address provided to Autodesk, or (b) in the case of notices by mail or delivery service, five (5) days after sending by regular post or delivery service to the address provided to Autodesk. You hereby consents to service of process being effected on 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. Notices from you to Autodesk will be effective (a) in the case of notices by email, one (1) day after sending to (and receipt by Autodesk at) CopyrightAgent@autodesk.com, or (b) in the case of notices by mail or delivery service, when received by Autodesk at Autodesk, Inc., 111 McInnis Parkway, San Rafael, California 94903, USA, Attention: Copyright Agent.

Governing Law and Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of (a) Switzerland if you acquired the Substation Design Software in a country in Europe, Africa or the Middle East, (b) Singapore if you acquired the Substation Design Software 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 you acquired the Substation Design Software in a country in the Americas (including the Caribbean) or any other country not specified in this section. 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 you have acquired the Substation Design Software 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 Switzerland, 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.

No Assignment; Insolvency. You may not assign this Agreement or any rights hereunder (whether by purchase of stock or assets, merger, change of control, operation of law, or otherwise) without Autodesk's prior written consent, which may be withheld in Autodesk's sole and absolute discretion, and any unauthorized purported assignment by you will be void. In the context of any bankruptcy or similar proceeding, this Agreement is and will be treated as an executory contract of the type described by Section 365(c)(1) of Title 11 of the United States Code and may not be assigned without Autodesk's prior written consent, which may be withheld in Autodesk's sole and absolute discretion. Any assignment (regardless of how or on what basis the assignment may occur) will be conditioned on compliance with the following: at least thirty (30) days before assigning or agreeing to any assignment of rights under this Agreement (including transferring any

copies of or right to use the Substation Design Software), (a) you must provide written notice to Autodesk, uninstall all copies of the Substation Design Software, (b) the proposed assignee must agree to comply (and you must ensure that the assignee will comply) with all of the obligations of this Agreement with respect to such Substation Design Software, which agreement must provide that Autodesk is a third-party beneficiary of the assignee's agreement, and the assignee must provide a copy of the agreement to Autodesk, and (c) you and proposed assignee must comply with all other transfer procedures specified by Autodesk.

Autodesk Subsidiaries and Affiliates. You acknowledge and agree that Autodesk may arrange to have its subsidiaries and affiliates engage in activities in connection with this Agreement, including, without limitation, delivering the Substation Design Software, provided that Autodesk (and not such subsidiaries and affiliates) will remain subject to the obligations of Autodesk under this Agreement. You also agree that Autodesk's subsidiaries and affiliates may enforce (including taking actions for breach of) this Agreement.

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.

No Waiver. No term or provision of this Agreement will be considered waived, and no breach excused, unless such waiver is in writing signed on behalf of the party against which the waiver is asserted. No waiver (whether express or implied) will constitute consent to, waiver of, or excuse of any other, different, or subsequent breach.

Audits. You agree that Autodesk has the right to require an audit (electronic or otherwise) of the Substation Design Software and the installation thereof. As part of any such audit, Autodesk or its authorized representative will have the right, on fifteen (15) days' prior notice to you, to inspect your records, systems and facilities, including machine IDs, serial numbers and related information, to verify that the use of any and all Substation Design Software is in conformance with this Agreement. You will provide full cooperation to enable any such audit. If Autodesk determines that your use is not in conformity with the Agreement, you will obtain immediately and pay for valid license(s) to bring your use into compliance with this Agreement and other applicable terms and pay the reasonable costs of the audit. In addition to such payment rights, Autodesk reserves the right to seek any other remedies available at law or in equity, whether under this Agreement or otherwise.

Language. The English language version of this Agreement is legally binding in case of any inconsistencies between the English version and any translations. If you purchased the license for the Substation Design Software in Canada, you agree to the following: The parties hereto confirm that it is their wish that this Agreement, as well as other documents relating hereto, including notices, have been and shall be written in the English language only. Les parties ci-dessus confirment leur désir que cet accord ainsi que tous les documents, y compris tous avis qui s'y rattachent, soient rédigés en langue anglaise.

Construction. Ambiguities in this Agreement will not be construed against the drafter.

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.

U.S. Government Rights. For U.S. Government procurements, all Autodesk Materials are deemed to be commercial computer software as defined in FAR 12.212 and subject to restricted rights as defined in FAR Section 52.227-19 "Commercial Computer Software - Restricted Rights" and DFARS 227.7202, "Rights in Commercial Computer Software or Commercial Computer Software Documentation", as applicable, and any successor regulations. Any use, modification, reproduction release, performance, display or disclosure of the Autodesk Materials by the U.S. Government shall be solely in accordance with license rights and restrictions described herein.

Export Control. You acknowledges and agrees that the Substation Design Software is subject to compliance with United States and other applicable country export control and trade sanctions laws, rules and regulations, including, without limitation the regulations promulgated by the U.S. Department of Commerce and the U.S. Department of the Treasury (collectively, "Export Control Laws"). You represent, warrant and covenant that neither you nor your personnel (i) are a citizen or resident of, or located within, a nation that is subject to U.S. trade sanctions or other significant trade restrictions (including, without limitation, Cuba, Iran, Sudan, Syria and North Korea), (ii) are identified on any of the U.S. government restricted party lists (including, without limitation, the U.S. Treasury Department's List of Specially Designated Nationals and Blocked Persons, the U.S. Department of Commerce's Denied Party List, Entity List and Unverified List and the U.S. Department of State's proliferation-related lists), (iii) will, unless otherwise authorized under the Export Control Laws, use Autodesk Materials or Services in any restricted end use, including, without limitation, design, analysis, simulation, estimation, testing, or other activities related to nuclear, chemical/biological weapons, rocket systems or unmanned air vehicles applications, or (iv) will use the Autodesk Materials or Services to disclose, transfer, download, export, or re-export, directly or indirectly, any user-specific output generated by the Substation Design Software, your content, third party content, or any other content or material to any country, entity, or party that is ineligible to receive such items under the Export Control Laws or other laws or regulations to which you may be subject. You understands that the requirements and restrictions of the Export Control Laws as applicable to you may vary depending on the Substation Design Software provided under this Agreement and may change over time. You shall be solely



responsible for (i) determining the precise controls applicable to the Substation Design Software, and (ii) complying with the Export Control Laws and monitoring any modifications to them.

Entire Agreement. This Agreement constitutes the entire agreement between the parties (and merges and supersedes any prior or contemporaneous agreements, discussions, communications, agreements, representations, warranties, advertising or understandings) with respect to your license rights to use install and use the Substation Design Software. The parties acknowledge that, in entering into this Agreement, they are not relying on any agreements, discussions, communications, agreements, representations, warranties, advertising or understandings other than as expressly set forth in this Agreement. Terms stipulated by you in any communication which purport to vary this Agreement or such other terms will be void and of no effect unless agreed in a writing signed by an authorized representative of Autodesk. Any other modifications to this Agreement will also be invalid unless agreed to in a writing signed by an authorized representative of Autodesk.