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8.1 Term; Termination or Suspension. Each license under this Agreement, with respect to each specific set of Licensed Materials covered by this Agreement, will become effective as of the latest to occur of: (a) this Agreement becoming effective, (b) payment by Licensee of the applicable fees, excluding licenses (such as evaluation licenses) where no fees are required, (c) delivery of the specific Licensed Materials, and (d) in the case of Autodesk Materials provided in connection with a Relationship Program, upon commencement of the applicable Relationship Program period or fixed term. Each of Autodesk or Licensee may terminate this Agreement, Licensee's license as to Licensed Materials, Licensee's Relationship Program, and/or the provision of Services relating to the Licensed Materials if the other party is in breach of this Agreement and fails to cure such breach within ten (10) days after written notice of the breach; however, if Licensee is in breach of Section 1 (License) or Section 2 (License Limitations; Prohibitions), Autodesk may terminate this Agreement, Licensee's license as to Licensed Materials, Licensee's Relationship Program, and/or the provision of Services relating to the Licensed Materials immediately upon written notice of the breach. In addition, Autodesk may, as an alternative to termination, suspend Licensee's license as to the Licensed Materials, Licensee's Relationship Program, the provision of Services relating to the Licensed Materials, and/or other Autodesk obligations or Licensee rights under this Agreement (or under other terms, if any, relating to materials associated with the Licensed Materials), if Licensee fails to make a payment to Autodesk, an Autodesk Affiliate or a Reseller as required by its contract of sale, or otherwise fails to comply with the provisions of this Agreement or other terms relating to any such license, Relationship Program, Services, or other associated materials. Autodesk may also terminate this Agreement if Licensee becomes



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**8.3 Survival.** Sections 1.3 (Additional Terms), 1.4 (Other Materials), 1.5 (Authorized Users), 1.6 (Third-Party Licensed Materials), 1.11 (APIs), 2.1.1 (No License Granted; Unauthorized Activities), 2.1.4 (Effect of Unauthorized Use), 2.2 (Circumvention), 3 (All Rights Reserved), 4 (Privacy; Use of Information; Connectivity), 5.2 (Disclaimer), 6 (Warnings), 7 (Limitations of Liability), 8 (Term and Termination), and 9 (General Provisions) and Exhibit A will survive any termination or expiration of this Agreement.

## **9. General Provisions**

**9.1 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 Licensee 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 Licensee 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. Licensee hereby consents to service of process being effected on Licensee by registered mail sent to the address set forth on Licensee's Customer Information Form (or, if no Customer Information Form has been provided, Licensee's last address known by Autodesk) if so permitted by applicable law. Notices from Licensee 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. If Licensee participates in a Relationship Program, either party may also provide notice as set forth in the Relationship Program Terms.

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9.5 Exceptions to Prohibitions; Severability.

9.5.1 Exceptions to Prohibitions. The prohibitions contained in this Agreement will not apply where and to the extent applicable law does not allow such prohibitions to be enforced. Licensee may have other rights under the laws of the state or country within the Territory where the Licensed Materials are acquired, and this Agreement does not change Licensee's rights under the laws of such state or country if and to the extent the laws of such state or country do not permit this Agreement to do so. Licensee will bear the burden of proof to demonstrate that applicable law does not allow (i) the enforcement of such prohibitions; or (ii) this Agreement to change particular rights in a state or country (and that Licensee has not exceeded the bounds of the unenforceable prohibitions and unchangeable rights).

9.5.2 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.

9.6 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,

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9.7 Audits. Licensee agrees that Autodesk has the right to require an audit (electronic or otherwise) of the Autodesk Materials and the Installation thereof and Access thereto. As part of any such audit, Autodesk or its authorized representative will have the right, on fifteen (15) days' prior notice to Licensee, to inspect Licensee's records, systems and facilities, including machine IDs, serial numbers and related information, to verify Licensee's Installation of and Access to the Autodesk Materials. Additionally, within fifteen (15) days of the audit request, Licensee will provide to Autodesk or its authorized representative all records and information requested by Autodesk in order to verify Licensee's Installation of and Access to the Autodesk Materials. Licensee will provide full cooperation to enable any such audit. If Autodesk determines that Licensee's Installation of or Access to the Autodesk Materials is not in conformity with the applicable agreements or terms of service, Licensee will obtain immediately and pay for valid license(s) to bring Licensee's Installation and Access into compliance 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.

9.8 Language. The English language version of this Agreement is legally binding in case of any inconsistencies between the English version and any translations. If Licensee purchased the license for the Licensed Materials in Canada, Licensee agrees 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.

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

9.10 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.

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9.13 Entire Agreement. This Agreement and any other terms referenced in this Agreement (such as the Relationship Program Terms and the Services Terms) constitute the entire agreement between the parties (and merge and supersede any prior or contemporaneous agreements, discussions, communications, agreements, representations, warranties, advertising or understandings) with respect to the subject matter hereof, except that particular Autodesk Materials may be subject to additional or different terms associated with such Autodesk Materials. 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. Licensee acknowledges and agrees that Autodesk may add to or change the Relationship Program Terms and the Services Terms from time to time, provided that Autodesk will provide written notice of the additions or changes (and may allow Licensee not to renew, may permit Licensee to terminate, and may offer other options with respect to Relationship Programs or Services) before the additions or changes are effective as to Licensee. In the event of a conflict between this Agreement and any other terms of Autodesk (including, without limitation, the Relationship Program Terms, the Services Terms, or such additional or different terms), the other terms will apply. Terms stipulated by Licensee in any communication by Licensee 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.

## 10. **Additional Terms.**

10.1 Rendering. This Section 10.1 (Rendering) applies to the following Software that may be included within the Licensed Materials: (i) Autodesk Maya; and (ii) Autodesk 3ds Max

10.1.1 With regard to the Rendering Software (defined below), in addition to any other license granted in this Agreement, Licensee may allow the Rendering Software to be Installed or Accessed on a Networked Basis, solely for Licensee's Internal Business Needs, specifically to render files created with the Software. However, if the Rendering Software is mental ray, and the Software is provided with a finite number of mental ray rendering nodes, then with regard to mental ray the foregoing is restricted to that number of mental ray rendering nodes.

10.1.2 With regard to the mental ray Batch Software (defined below), in addition to any other license granted in this Agreement, Licensee may allow the mental ray Batch Software to be Installed or Accessed on a Networked Basis, solely for Licensee's Internal Business Needs, and used (i) specifically to render files created with the Software; or (ii) by the Rendering Software specifically to render files created with the Software. The total number of CPUs used by the mental ray Batch Software cannot exceed the number specified in the License Identification.

10.1.3 With regard to the mental ray Standalone (defined below), Licensee may allow the mental ray Standalone to be Installed or Accessed, on a Networked Basis, solely on Computing Device(s) (defined below) solely for Licensee's Internal Business Needs specifically to render files created with the Software. With regard to mental ray Standalone, any reference in the Agreement to Computer is hereby deleted and "Computing Device(s)" substituted therefor.

10.1.4 With regard to the mental ray Satellite (defined below) for each of Autodesk 3ds Max, Autodesk Maya and Autodesk Softimage Software each mental ray Satellite executable(s) may run on one (1) or more host no more than four (4) client Computing Devices. With regard to mental ray Satellite, any reference in the Agreement to Computer is hereby deleted and "Computing Device(s)" substituted therefor.

10.1.5 Definitions.

(1) "mental ray Standalone" means the mental ray Standalone client/server executable, including the mental ray standard shader libraries and utility programs, used specifically for rendering files created with the Software.

(2) "Rendering Software" means a subset of the Software used specifically for rendering files created with the Software.

(3) "mental ray Batch Software" means a subset of the Software used: (i) specifically for rendering files created with the Software or (ii) by the Rendering Software specifically for rendering files created with the Software.

(4) "mental ray Satellite" means the mental ray Satellite server executable, including the mental ray standard shader libraries. mental ray Satellite is functionally equivalent to the mental ray Standalone server executable, used specifically for rendering files created with the Software except it is not able to read and write files in the complete mi2 format.

(5) "Computing Device" means (i) a single electronic assembly with a maximum of: (a) four (4) CPUs (regardless of the number of cores in each CPU) each CPU having one or more microprocessors, (b) four (4) discrete GPU-based computing boards; or (ii) a software implementation of the single electronic assembly, (a so-called 'virtual machine') described in (i) above, which single electronic assembly accepts information in digital or similar form and manipulates the information for a specific result based on a sequence of instructions.

10.2 Exceptions. This Section 10.2 (Exceptions) applies to the following Software that may be included within the Licensed Materials: (i) Autodesk Maya; (ii) Autodesk 3ds Max; and (iii) Autodesk Stingray.

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(1) "Licensee Application" means, with regard to the Software, a Modification made by Licensee for designing, developing, and testing an application program made by Licensee.

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### **Exhibit A**

#### **Definitions**

1. "Access" or "Accessible" means, with respect to a computer program or other materials, (a) to use or execute the computer program or other materials or (b) to use or otherwise benefit from the features or functionality of the computer program or other materials.

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