

We appreciate your interest in selling Autodesk software products. Autodesk is committed to providing the academic marketplace with industry standard software. In consideration of your agreement to adhere to the terms outlined below, upon approval by Autodesk, you are authorized to resell Autodesk and Autodesk Media & Entertainment Student Versions and Autodesk Institution licensing as an Autodesk Authorized On-Campus Reseller.

Please review each Section as the terms and conditions vary depending on the product. Note Autodesk and Autodesk Media & Entertainment Student Versions are available for resale to Students and Faculty for personal use for education purposes only as described in Section 1 and are not available for resale to Educational Institutions or professionals.

Section 1: AUTODESK AND AUTODESK MEDIA & ENTERTAINMENT STUDENT VERSIONS

AutoCAD®

AutoCAD LT®

AutoCAD® for MAC

AutoCAD® Civil 3D

AutoCAD® Inventor Professional Suite

AutoCAD Revit® Architecture Suite

AutoCAD® Inventor Professional Suite

AutoCAD® Inventor Professional Suite

Autodesk Education Suite for Entertainment Creation

1. **On-Campus Reseller.** "On-Campus Reseller" is an **on** campus bookstore serving a state accredited two-year or four-year college or university ("Educational Institution"), within the United States (hereinafter, the "Territory"). Such an On-Campus Reseller must be located within one (1) mile of the Educational Institution to which it is affiliated. On-Campus Reseller agrees to sell Autodesk and Autodesk Media & Entertainment Student Versions to Students and Faculty (hereinafter, the "Customer"), in the Territory, for education purposes only and not for commercial use. On-Campus Reseller agrees not to sell Autodesk and Autodesk Media & Entertainment Student Versions to the Educational Institution for classroom instruction.
2. **On-Campus Reseller Staff.** On-Campus Reseller agrees to communicate the above procedures to appropriate sales staff.
3. **Faculty.** "Faculty" is faculty member currently employed at a state accredited academic Institution within the Territory.
4. **Student.** A "Student" is a registered student in the Territory, who can confirm current enrollment in at least three (3) credit hours in a degree-granting program or in a 9 month certificate-granting program.
5. **Purchasing Procedure for Autodesk Student Portfolio Products:**
 6. Student or Faculty goes to On-Campus Reseller to purchase an Autodesk and/or Autodesk Media & Entertainment Student Version.
 7. At point of purchase, Student or Faculty shows On-Campus Reseller current Student or Faculty ID or proof of current student enrollment or Educational Institution employment.
 8. On-Campus Reseller confirms Student or Faculty status.
 9. On-Campus Reseller sells software to eligible Student or Faculty.
10. **Student & Faculty Single License Sales.** On-Campus Reseller agrees to sell only one (1) license of each Autodesk and Autodesk Media & Entertainment Student Version per Faculty Member or Student customer (hereinafter jointly referred to as "Customer(s)").
11. **Technical Support.** On-Campus Reseller agrees to inform purchasers of their technical support options. Technical support options are available from the Autodesk Authorized Academic Distributor. Technical support is not available directly from Autodesk.

Section 2: AUTODESK INSTITUTION LICENSING

AutoCAD®

AutoCAD® LT Symbols (includes Architectural, Mechanical, Electrical)

AutoSketch® (single user, 5 user license pack)

- 1) **On-Campus Reseller.** On-Campus Reseller agrees to sell Autodesk Institution licensing to Educational Institutions, in the Territory, for education purposes only and not for commercial use.
- 2) **Educational Institution.** "Educational Institution" means an institution dedicated to education, including a public or private, secondary, two-year or four-year college or university or career school that is accredited by a state or other appropriate governmental agency or organization.
- 3) **Purchasing Procedure for Autodesk Institution licensing.**
 - Institution sales require an Educational Institution purchase order.
 - License Packs are available to Educational Institutions only and must be sold as a unit only.
 - On-Campus Reseller is required to maintain copies of Educational Institution purchase orders for all sales of Autodesk Institution licenses sold.
- 4) **Technical Support.** On-Campus Reseller agrees to inform purchasers of their technical support options. Technical support options are available from the Autodesk Authorized Academic Distributor.

Section 3: MARKETING TERMS

1. **Marketing Guidelines (on-line and print).** On-Campus Reseller must adhere to the following guidelines when advertising Autodesk and Autodesk Media & Entertainment Student Versions or Autodesk Institution licensing.
 - a) Territory must be clearly defined as the Institution to which the On-Campus Reseller is affiliated.
 - b) Autodesk and Autodesk Media & Entertainment Student Versions and Autodesk Institution licensing must be clearly identified as "Academic" or "Student" software and must be referenced by the software name designation listed in Section 1. Marketing resources are available from Autodesk at www.autodesk.com/channel or an Autodesk Authorized Academic Distributor.
2. **Trademarks.** On-Campus Reseller may use Autodesk trademarks only in accordance with Autodesk guidelines, available from Autodesk upon request.

Section 4: TERM AND TERMINATION

1. **Term and Termination.** This Agreement shall remain in effect for one (1) year from the date approved by Autodesk. Thereafter, it shall be automatically renewed for successive periods of one (1) year. Either party may terminate this Agreement if the other party breaches any material term or condition of this Agreement and fails to cure that breach within thirty (30) days after receiving notice of the breach. Unauthorized sales by On-Campus Reseller will result in immediate termination. Either party may terminate this Agreement for convenience at any time upon sixty (60) days written notice to the other of this Agreement. Upon termination, On-Campus Reseller is obligated to return all unsold Products to the distributor immediately.

2. **Limitation of Liability.** AUTODESK'S LIABILITY ARISING OUT OF THIS AGREEMENT AND/OR THE ORDER OR DELIVERY OF ANY SOFTWARE SHALL NOT EXCEED THE PRICE PAID BY ON-CAMPUS RESELLER FOR THE PRODUCT(S). IN NO EVENT SHALL AUTODESK BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES ARISING OUT OF THIS AGREEMENT, HOWEVER CAUSED, WHETHER FOR BREACH OF CONTRACT, TORT, (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT AUTODESK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FUNDAMENTAL BREACH, BREACH OF A FUNDAMENTAL TERM, OR FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

Section 5: ON-CAMPUS RESELLER INFORMATION

PLEASE PRINT CLEARLY and email this completed form to academicauth@autodesk.com

Bookstore Name: _____
 Education Sales Contact: _____
 Institution Name: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone: _____ Fax: _____
 Email (required): _____

(please check one)

Outlet type:
 Bookstore _____ Chain _____ Chain Name & Store #: _____
 Independent _____ Franchise (franchiser name) _____
 Educational Institution type:
 Two year _____ Four year _____

Approximate annual sales of On-Campus Reseller:
 _____ \$100k - \$500k _____ \$1 - \$5 million _____ over \$10 million
 _____ \$500k - \$1 million _____ \$5 - \$10 million

Percentage of total annual sales in each category: (Totaling 100%)
 Hardware _____% Training _____% Service _____%
 Software _____% Consulting _____% Other _____%

Percentage of academic sales to:
 Students _____% Faculty _____% Labs, admin, etc. _____%

Section 6: By signing this Agreement, On-Campus Reseller certifies that On-Campus Reseller has read and agrees to be bound to the terms and conditions outlined above.

I agree to be bound to the terms & conditions outlined above of the Autodesk Academic On-Campus Reseller Authorization Agreement.

Signature: _____ Date: _____

Name: (please print) _____ Title: _____

Please keep the entire agreement for your records.

Autodesk Authorized Academic Distributor referrals:

- **For Autodesk and Autodesk Media & Entertainment Student Versions and AutoCAD Institution licensing:**

Douglas Stewart Company (USA) 800-279-2003

- **For AutoCAD LT, AutoSketch and AutoCAD Symbols:**

Douglas Stewart Company (USA) 800-279-2003
Ingram Micro (USA) 800-456-8000

Autodesk will provide On-Campus Reseller with an authorization or rejection letter within seven (7) working days upon receipt of this completed form. Please contact your preferred Autodesk Authorized Academic Distributor for authorization confirmation.

Autodesk use only _____	
Approved: _____	Date: _____