

This copy of the Autodesk Authorized Training Center and Autodesk Authorized Academic Partner Agreement is provided only as a courtesy and should not be considered a final draft of the Agreement. Autodesk may update the Agreement template at any time. You are solely responsible for determining if any updates were made to the Agreement template between the date you accessed this copy and the date you sign the Agreement.

此 Autodesk ATC 和 AAP 协议副本仅作为礼节性提供，不应视为最终协议草案。Autodesk 可以随时更新协议模版。您要全权负责确定在您访问此协议副本的日期和您签署协议的日期之间是否对协议模板进行了任何更新。

Organization Name: <_>

机构名称: <_>

READ CAREFULLY: YOU MUST ACCEPT AND AGREE TO ALL OF THE TERMS CONTAINED OR REFERENCED IN THIS AUTODESK AUTHORIZED TRAINING CENTER AND AUTODESK AUTHORIZED ACADEMIC PARTNER AGREEMENT (“**AGREEMENT**”). IF YOU DO NOT AGREE TO THE TERMS OF THE AGREEMENT, YOU CANNOT PARTICIPATE IN THE PROGRAM.

请认真阅读：您必须接受并同意本《Autodesk 授权培训中心和 Autodesk 授权学术合作伙伴协议》（“本协议”）中包含或引用的所有条款。如果您不同意本协议中的条款，则无法参与项目。

By clicking the ‘SIGN AGREEMENT’ button, or other button or mechanism designed to acknowledge agreement to the terms of an electronic copy of this Agreement, or by participating in the Program;

通过点击“签署协议”按钮，或点击其他旨在确认同意本协议条款电子版的按钮或机制，或者通过参与项目，即表示：

i.) you accept and agree to the terms of this Agreement and the applicable Program Guide on behalf of the company or organization (“**Entity**”) for which you are authorized to act (e.g., an employer) and acknowledge that such Entity is legally bound by this Agreement (and you agree to act in a manner consistent with this Agreement), and

您根据公司或机构（“**该实体**”）（例如，雇主）的授权行事，代表该实体接受并同意本协议和适用项目指南的条款，并确认本协议对该实体有法律约束力（而您同意以符合本协议的方式行事），并且

ii.) you represent and warrant that you have the right, power and authority to act on behalf of and bind such Entity. You may not accept this Agreement on behalf of an Entity unless you are an

employee or other agent of such Entity with the right, power, and authority to act on behalf of such Entity.

您声明并保证，您拥有代表并约束该实体的权利、权力和权限。除非您是该实体的雇员或其他代理人，且拥有代表该实体行事的权利、权力和权限，否则您不得代表该实体接受本协议。

<Organization ID No>

<机构 ID 号>

THIS AGREEMENT SHALL BE VOID IF UNILATERALLY MODIFIED BY COMPANY

如果该公司单方面修改本协议，则本协议失效

**Autodesk Authorized Training Center and
Autodesk Authorized Academic Partner Agreement
Autodesk 授权培训中心和 Autodesk 授权学术合作伙伴协议**

This **Autodesk Authorized Training Center and Autodesk Authorized Academic Partner Agreement** (the “**Agreement**”) is entered into on the Effective Date between Autodesk and the company or organization accepting and/or signing (including electronically) this Agreement (“**Company**”).

本《**Autodesk 授权培训中心和 Autodesk 授权学术合作伙伴协议**》（“本协议”）由 Autodesk 与接受和/或签署（包括以电子方式签署）本协议的公司或机构（“该公司”）于生效日期订立。

Any existing Autodesk Authorized Training Center Agreement and/or Autodesk Authorized Academic Partner Agreement, as applicable, signed prior to the Effective Date, between Autodesk, Inc. or any of its subsidiaries or affiliates and Company is hereby terminated and replaced by this Agreement.

Autodesk, Inc.或其任何子公司或关联公司与该公司于生效日期之前签署的、任何现有的《Autodesk 授权培训中心协议》和/或《Autodesk 授权学术合作伙伴协议》（如适用）特此通过本协议终止并由本协议替代。

Autodesk will approve Company as an AAP and/or ATC in its Forms. Autodesk Learning Partners that are ATCs are subject to the additional terms in the Authorized Training Center Global Program Guide, and if Autodesk only approves Company as an ATC, any terms in this Agreement designated as only applicable to AAPs do not apply. Autodesk Learning Partners that are AAPs are subject to the additional terms in the Authorized Academic Partner Global Program Guide, and if Autodesk only approves Company as an AAP, any terms in this Agreement designated as only applicable to ATCs do not apply.

Autodesk 将通过 Autodesk 表格批准该公司为 Autodesk 授权学术合作伙伴（AAP）和/或 Autodesk 授权培训中心（ATC）。作为 Autodesk 授权培训中心的 Autodesk 学习合作伙伴，应遵守《授权培训中心全球项目指南》中的附加条款，并且，如果 Autodesk 仅批准该公司为授权培训中心，则本协议中指定的任何仅适用于 Autodesk 授权学术合作伙伴的条款均不

适用。作为 Autodesk 授权学术合作伙伴的 Autodesk 学习合作伙伴，应遵守《授权学术合作伙伴全球项目指南》中的附加条款，并且，如果 Autodesk 仅批准该公司为 Autodesk 授权学术合作伙伴，则本协议中指定的任何仅适用于 Autodesk 授权培训中心的条款均不适用。

1. Definitions

定义

“**Academic Customers**” means Qualified Educational Institutions, Faculty, Students and other academic customers approved by Autodesk in writing.

“**学术客户**”是指经 Autodesk 书面批准的合格教育机构、教职员工、学生和其他学术客户。

“**Approved Instructor**” means an Instructor who teaches Courses for an ATC or AAP that has been approved by Autodesk, to provide training and instruction on the use of Autodesk Products for that ATC or AAP.

“**已批准讲师**”是指经 Autodesk 批准的为某 Autodesk 授权培训中心（ATC）或 Autodesk 授权学术合作伙伴（AAP）讲授课程，从而为该 Autodesk 授权培训中心或 Autodesk 授权学术合作伙伴提供 Autodesk 产品使用培训和指导的讲师。

“**Autodesk**” means the Autodesk entity set forth in Section 12.7.

“**Autodesk**”是指第 12.7 条中列出的 Autodesk 实体。

“**Autodesk Authorized Academic Partner**” or “**AAP**” means an entity, which has been authorized by Autodesk to participate in the Authorized Academic Partner Program pursuant to the terms specified by Autodesk (“**AAP Program**”).

“**Autodesk 授权学术合作伙伴**”或“**AAP**”是指已经由 Autodesk 授权根据 Autodesk 规定的条款参与授权学术合作伙伴项目（“**Autodesk 授权学术合作伙伴项目**”或“**AAP 项目**”）的实体。

“**Autodesk Authorized Training Center**” or “**ATC**” means an entity, which has been authorized by Autodesk to participate in the Authorized Training Center Program pursuant to the terms specified by Autodesk (“**ATC Program**”).

“**Autodesk 授权培训中心**”或“**ATC**”是指已经由 Autodesk 授权根据 Autodesk 规定的条款参与授权培训中心项目（“**Autodesk 授权培训中心项目**”或“**授权培训中心项目**”）的实体。

“**Autodesk Certified Instructor**” or “**ACI**” means individuals meeting requirements established for the Autodesk Certified Instructor Program (“**ACI Program**”), as specified by Autodesk.

“**Autodesk 认证讲师**”或“**ACI**”是指 Autodesk 规定的符合为 Autodesk 认证讲师项目（“**Autodesk 认证讲师项目**”或“**ACI 项目**”）所设定的要求的个人。

“**Autodesk Learning Partner**” or “**ALP**” means an ATC, AAP, ACI, Learning Partner Distributor or other entity authorized by Autodesk in writing to identify themselves as an Autodesk Learning Partner.

“**Autodesk 学习合作伙伴**”或“**ALP**”是指 Autodesk 授权培训中心、Autodesk 授权学术合作伙伴、Autodesk 认证讲师、学习合作伙伴分销商或其他经 Autodesk 书面授权可自称 Autodesk 学习合作伙伴的实体。

“**Autodesk Product(s)**” means the then-current Autodesk software, web-based services offerings and other product offerings of Autodesk and its subsidiaries and affiliates (including their accompanying documentation and respective updates) made available by Autodesk or its designated Distributor for distribution to Company, for which Company meets the Program authorization requirements published by Autodesk from time to time.

“**Autodesk 产品**”是指在该公司符合 Autodesk 不时公布的项目授权要求的情况下，由 Autodesk 或其为向该公司进行分销而指定的分销商提供的、届时可获得的 Autodesk 及其子公司和关联公司的 Autodesk 软件、基于网络的服务、以及其他产品（包括随附的文档和各自的更新）。

“**Autodesk Systems**” means the Autodesk systems and platforms Autodesk has authorized Company to access to provide training services to End Customers.

“**Autodesk 系统**”是指 Autodesk 授权该公司为向最终客户提供培训服务而访问的 Autodesk 系统和平台。

“**Course**” means each training course on Autodesk Products offered by Company to End Customers.

“**课程**”是指该公司向最终客户提供的、有关 Autodesk 产品的各培训课程。

“**Distributor**” means Autodesk’s designated ALP Distributor for Autodesk Products, Autodesk ALP programs, and other materials related to the applicable products or programs available in the Distributor’s assigned territory.

“**分销商**”是指为 Autodesk 指定的 Autodesk 学习合作伙伴分销商，其负责在分销商的被分配区域内所提供的 Autodesk 产品、Autodesk 学习合作伙伴项目、以及其他与适用产品或项目相关的材料。

“**Educational Purposes**” means purposes directly related to the learning, teaching, training, research or development of Academic Customers.

“**教育目的**”是指与学术客户的学习、教学、培训、研究或开发直接相关的目的。

“**Effective Date**” means the date this Agreement shall be effective, which is the later of the date this Agreement was signed (including electronic signature) by Company and the date this Agreement was accepted or signed by Autodesk, as stated in the final version of the Agreement provided by Autodesk.

“**生效日期**”是指如 Autodesk 提供的本协议最终版中所述的本协议生效之日。以该公司签署（包括以电子方式签署）本协议的日期或 Autodesk 接受或签署本协议之日中发生较晚者为准。

“**End Customer**” means any customer receiving training or certification services or other Services from Company in connection with the Program.

“**最终客户**”是指接受该公司就项目而提供的培训、认证服务或其他服务的任何客户。

“**End Customer Data**” means any information collected from End Customer and maintained in Autodesk Systems.

“**最终客户数据**”是指从最终客户处收集、并在 Autodesk 系统中维护的任何信息。

“**E-Learning Course**” means a virtual or online practical learning model or training course on Autodesk Products that combines video training courses and/or project-based learning, provided electronically to End Customers.

“**电子学习课程**”是指以电子方式提供给最终客户的、结合了视频培训课程和/或基于项目的学习的、有关 Autodesk 产品的虚拟或在线实践学习模块或培训课程。

“**Evaluations**” means the End Customer satisfaction survey completed in the TES System rating the performance of Company and quality of Services provided by Company.

“**评价**”是指对该公司的绩效和该公司所提供服务的质量进行评分的、在培训评价系统（TES）中完成的最终客户满意度调查。

“**Faculty**” means an individual person who is an employee or independent contractor working for a Qualified Educational Institution.

“**教职员工**”是指作为雇员或独立承包商为合格教育机构工作的个人。

“**Forms**” means the Site Authorization Form(s), the Autodesk Instructor Approval to Train Autodesk Products Request Form, and any other authorization or enrollment forms, required by Autodesk to be completed by Company in connection with the Program that have been approved by Autodesk directly or through its designated Distributor.

“**表格**”是指 Autodesk 要求该公司填写的与 Autodesk 直接或通过其指定分销商批准的项目有关的授课点授权表、批准讲师开展 Autodesk 产品培训申请表、以及任何其他授权表或注册表。

“**Instructor**” means an Approved Instructor, an ACI or another type of instructor approved by Autodesk in writing that provides instructor services for Company and meets the Requirements to teach Courses for the Program.

“**讲师**”是指经 Autodesk 书面批准的、为该公司提供讲师服务、且满足项目课程教学要求的已批准讲师、Autodesk 认证讲师或其他类型讲师。

“**Marketing Materials**” means the marketing collateral and other advertising materials that Autodesk may supply Company from time to time during the term of this Agreement.

“**营销材料**”是指 Autodesk 在本协议有效期内不时向该公司提供的营销信息和其他推广材料。

“**Materials**” means all Autodesk Products, and media, documentation, and other materials included in or with the Autodesk Products, Autodesk Confidential Information, data, photographs, samples, literature and sales aids, Marketing Materials, and any other property of Autodesk, Inc. and its subsidiaries and affiliates that Autodesk or its affiliates provide to Company in any form or format.

“**材料**”是指所有 Autodesk 产品，以及 Autodesk, Inc. 及其分支机构和关联单位以任何形式和格式向该公司提供的 Autodesk 产品、Autodesk 保密信息、数据、照片、样品、文献、销售工具、营销材料和其他财产中所含的或随之提供的媒介、文件和其他材料。

“**Partner Locator**” means the online search tool to locate Authorized Training Centers, or other types of Partners. ATCs are included in publication of the Partner Locator at Autodesk’s sole discretion.

“**合作伙伴定位器**”是指用于对 Autodesk 授权培训中心或其他类型合作伙伴进行定位的在线搜索工具。Autodesk 有权自行决定将 Autodesk 授权培训中心纳入所发布的合作伙伴定位器。

“**Partner Portal**” means the current Autodesk website or websites or any successor website(s) designated by Autodesk for Autodesk or Distributor to provide current program and product updates or new information related to Autodesk Products, Autodesk programs and operations, Instructor or staff enablement information, or services Distributor provides to Company’s in the Territory.

“**合作伙伴门户网站**”是指为让 Autodesk 或分销商提供以下各项而由 Autodesk 指定的、一个或多个 Autodesk 网站当前版本或任何后续版本：现有项目和产品更新；与 Autodesk 产品、Autodesk 项目和运营有关的新信息；讲师或工作人员赋能信息；或者，分销商在区域向该公司提供的服务。

“**Partner Records**” means any Company record maintained in the Autodesk Education Partner Database (“PDB”) or the then-current Autodesk System by Autodesk or its designated Distributor.

“**合作伙伴记录**”是指 Autodesk 或其指定分销商在 Autodesk 教育合作伙伴数据库 (“PDB”) 或届时公认的 Autodesk 系统中维护的、有关该公司的任何记录。

“**Program**” means the Autodesk Authorized Training Center Program and/or the Autodesk Authorized Academic Partner Program, as applicable, governed by the terms of this Agreement and the applicable Program Guide.

“**项目**”是指受本协议和适用项目指南中的条款约束的、Autodesk 授权培训中心项目和/或 Autodesk 授权学术合作伙伴项目（视具体情况而定）。

“**Program Guide**” means the Authorized Training Center Global Program Guide and/or the Authorized Academic Partner Global Program Guide, as applicable, and any Program Guide Supplement(s) selected by Company in its approved Forms, each as updated from time to time by Autodesk.

“**项目指南**”是指该公司在其获准的表格中所选的《授权培训中心全球项目指南》和/或《授权学术合作伙伴全球项目指南》（视具体情况而定），以及任何项目指南的补充文件，Autodesk 可不时更新上述文件。

“**Qualified Educational Institution**” means an educational institution which has been accredited by an authorized governmental agency within its applicable local, state, provincial, federal, or national government and has the primary purpose of teaching its enrolled students.

“**合格教育机构**”是指经相关地方、州、省、联邦或中央政府内部主管政府机构认证的教育机构，其主要目的是教育其在册学生。

“**Requirements**” means the requirements, rules, and obligations that Autodesk may set (and modify from time to time in its sole discretion) for an ATC, AAP, ACI or other individual or entity to (a) participate in a Program; (b) qualify for a particular specialization, tier, or designation; or (c) participate in the applicable Program benefits. The Requirements will be contained in the applicable Program Guide, and may include without limitation, Site requirements, Instructor requirements, performance requirements, Course requirements, Autodesk Systems requirements, and reporting requirements.

“**要求**”是指 Autodesk 可能就下列各项对 Autodesk 授权培训中心、Autodesk 授权学术合作伙伴、Autodesk 认证讲师或其他个人或实体制定（并自行决定不时修改）的要求、规则和义务（a）参与项目；（b）获取特定专业、级别或称号的资格；或（c）享受相关项目权益。要求将包含在适用的项目指南中，可能包括但不限于授课点要求、讲师要求、绩效要求、课程要求、Autodesk 系统要求以及报告要求。

“**Services**” means the training services and other services provided to End Customers in connection with the Programs as set forth in this Agreement and the applicable Program Guide. For AAPs, Services that may provide to Academic Customers are further described in the Program Guide.

“**服务**”是指，在本协议和适用项目指南中规定的、就相关项目向最终客户提供的培训服务和其他服务。对于 Autodesk 授权学术合作伙伴，可以提供给学术客户的服务在项目指南中有进一步说明。

“**Site**” means each physical location identified by Company in its approved Form(s) and attachments thereto where Company is authorized to offer training services to End Customers as an ATC and/or AAP, as applicable. Sites may be designated as a Main Site or Satellite Site.

“**授课点**”是指由该公司在其获准的登记表及其附件上确定的实际地点，该公司经授权在上述地点作为 Autodesk 授权培训中心和/或 Autodesk 授权学术合作伙伴向最终客户提供培训服务。授课点可指定为主要授课点或附属授课点。

“**Student**” means an individual person enrolled as a student at a Qualified Educational Institution.

“**学生**”是指在合格教育机构注册为学生的个人。

“**Subscription**” means the programs provided generally by Autodesk referred to as a subscription or term licensing program under which Autodesk may provide (among other things) a limited term license to the Autodesk Product(s) and updates and upgrades to, new versions of, and certain other support and services relating to the Autodesk Product(s) provided for a limited term, and which program shall be governed by the Autodesk Terms of Use and any other applicable subscription terms and conditions.

“**固定期限使用许可**”是指通常由 Autodesk 提供的方案，称为固定期限使用许可或有期限的许可方案，Autodesk 可以根据所述方案（除其他事项外）提供 Autodesk 产品的有限期限许可，以及在有限期限内提供的 Autodesk 产品的更新版和升级版、新版本、和若干其他相关支持和服务，并且，所述方案应受 Autodesk 使用条款以及任何其他适用固定期限使用许可的条款和条件的约束。

“**Subscription Fee**” means the annual software license fee or subscription fee, as applicable, for the Program, invoiced and charged to the Company by the Distributor, which may be modified from time to time by Distributors.

“**固定期限使用许可费**”是指为了开展项目，由分销商开具发票并向该公司收取的、年度软件许可费或固定期限使用许可费用（视具体情况而定），分销商可不时予以调整。

“**Territory**” means the country or countries specified and communicated in writing by Autodesk in which Company may provide Services to End Customers.

“**区域**”是指 Autodesk 以书面形式指明和传达的一个或多个国家，该公司可以在该（等）国家向最终客户提供服务。

2. Authorization and Minimum Requirements

2. 授权和最低要求

2.1. Application. Company acknowledges that it has completed and submitted to Autodesk the Form(s) confirming compliance with the Program Guide requirements, along with supporting documents, all upon which Autodesk has based its decision to enter into this Agreement. Company represents and warrants that all information provided in the Forms is accurate and complete. Furthermore, the approved Form(s), and the applicable Program Guide, are incorporated hereto by reference. Company shall report any changes in the information set forth in its Forms by promptly submitting notice to Autodesk, or to its designated Distributor, as applicable, identifying all changes for approval.

申请。该公司承认其已填写并向 Autodesk 提交表格，确认其同意遵守项目指南的要求，同时还递交了有关支持文件作为 Autodesk 决定是否签订本协议的依据。该公司声明并保证，表格中提供的所有信息都是准确和完整的。此外，获准的表格及适用项目指南通过引用构成本协议的组成部分。该公司应就表格信息发生的任何变更，立即向 Autodesk 或其指定分销商（视具体情况而定）提交变更通知，通知须指明所有的变动供核准。

2.2. Appointment.

指定。

Autodesk hereby appoints Company as an ATC and/or AAP, as applicable and specified in the Forms. If Company is **only** an AAP, it is authorized to offer Services **only** to Academic Customers for Educational Purposes, subject to all of the terms and conditions set forth in this Agreement and the AAP Program Guide.

Autodesk 特此指定该公司为 Autodesk 授权培训中心和/或 Autodesk 授权学术合作伙伴（具体视情况而定，并在表格中指明）。如果该公司仅是 Autodesk 授权学术合作伙伴，则获得授权仅仅出于教育目的向学术客户提供服务，且须遵守本协议和 Autodesk 授权学术合作伙伴项目指南中规定的所有条款和条件。

2.3. Requirements.

要求。

Company shall, at a minimum comply with all Requirements. Company represents and warrants that each Site, Course, and Instructor currently complies with the Requirements, and further agrees that it shall ensure that each Site, Course, and Instructor continues to comply with the then-current Requirements as published by Autodesk from time to time, provided

that Company shall have a period of sixty (60) days from the date of publication of new Requirements, as applicable, to bring each Site, Course, or Instructor, as applicable, into compliance with such new requirements.

该公司应至少遵守所有要求。该公司声明并保证，每个授课点、每门课程、和每位讲师目前都符合要求，该公司进一步同意，其应确保每个授课点、每门课程、和每位讲师都继续遵守 Autodesk 不时发布的届时适用的各项要求，但是，自新要求发布之日起，该公司应有六十（60）天的时间使每个授课点、每门课程或每位讲师（具体视情况而定）符合所述的新要求。

2.4. Other Policies and Procedures.

其他政策和程序。

Company shall comply with all Autodesk policies provided or made available to Company, including without limitation, the Autodesk Partner Code of Conduct. Company shall require that all Company staff members read and adhere to the Forms, Agreement, Program Guide, Autodesk policies, and any Autodesk-related news bulletins that may contain new policies, procedures or changes. Autodesk reserves the right to make changes in the Forms or Program Guide, as it deems necessary. Autodesk may change or revoke ATC's access to any Autodesk System as determined by Autodesk.

该公司应遵守向其提供的或可用的所有 Autodesk 政策，包括但不限于 Autodesk 合作伙伴行为准则。该公司应要求该公司所有工作人员阅读并遵守表格、本协议、项目指南、以及任何可能包含新政策、程序或变更的与 Autodesk 相关的讯息公告。Autodesk 保留在其认为必要时变更表格或项目指南的权利。Autodesk 可以自行决定变更或撤消 Autodesk 授权培训中心对任何 Autodesk 系统的访问权限。

2.5. Site Designation and Authorization.

授课点指定和授权。

If Company has multiple training Sites in different locations, one Site must be designated in the Forms as the Main Site (“**Main Site**”). Company must list other Site(s) in the Forms for authorization review. Upon authorization, additional Site(s) are approved as a satellite Site (“**Satellite Site**”). All Site(s) must be fully owned or leased by the Company, or be under majority control of the Company.

如果该公司有位于不同地点的多个培训授课点，则必须在表格中将一个授课点指定为主要授课点（“**主要授课点**”）。此外，该公司必须在表格中列出其他授课点，以进行授权审查。授权后，其他授课点将获批成为附属授课点（“**附属授课点**”）。所有授课点都必须由该公司完全拥有或租用，或者主要由该公司控制。

2.6. Product Authorization.

产品授权。

Company will list individual Autodesk Products requested for authorization-to-train in the Forms. The Autodesk Products available for Program use are subject to change.

该公司将在表格中逐个列出需要进行培训授权的 Autodesk 产品。项目适用的 Autodesk 产品如有变更的，以实际变更的为准。

2.7. Company Notification Requirement.

公司通知要求。

Company is required to notify Autodesk and Distributor and request approval in writing of all changes that may affect their status as an ATC or AAP, including without limitation:

该公司必须将可能影响其 Autodesk 授权培训中心或 Autodesk 授权学术合作伙伴身份的所有变更，以书面形式通知 Autodesk 和分销商，并征求 Autodesk 和分销商批准，该等变更包括但不限于：

- Change of Company ownership, merger, acquisition, or cease of operation of Company;

§ 该公司所有权发生变更，该公司进行合并、收购或停业；

- Change of Company name;

§ 该公司名称发生变更；

- Change of ATC or AAP name or Site name, address, email address, telephone, or fax, or Site Manager name, email address, telephone, or fax;

§ Autodesk 授权培训中心名称或 Autodesk 授权学术合作伙伴名称或授课点名称、地址、电子邮件地址、电话或传真发生变更，或授课点管理人名称、电子邮件地址、电话或传真发生变更；

- Change of Signing Party contact;

§ 本协议签约方的联系方式发生变更；

- Change in Approved Instructor or Autodesk Certified Instructors providing services at the Site;

§ 在授课点提供服务的已批准讲师或 Autodesk 认证讲师发生变更；

- Change in Instructors' personal qualifications on Autodesk Products.

§ 讲师有关 Autodesk 产品方面的个人资质发生变更。

3. Autodesk Products

Autodesk 产品

3.1. Autodesk Product Licensing and Access.

Autodesk 产品许可和访问。

Company will purchase adequate Subscriptions for Autodesk Products in order to provide its training Services, from the designated Distributor managing the Territory, to provide the Services. If Company's Territory is comprised of countries managed by different Distributors, Company will purchase adequate Subscriptions for Autodesk Products from the designated Distributor for each portion of the Territory, as applicable, to provide the Services for the applicable portion of the Territory. The Distributor will invoice Company for the annual Subscription Fee. After payment of the Subscription Fee, Autodesk or the Distributor shall deliver, or otherwise make available each Autodesk Product and updates, which Autodesk deems appropriate (in its sole discretion) to Company. Except as set forth in Section 3.3, the Autodesk Products licensed under the Program may only be used on computers or other devices owned or leased, managed, or controlled by the Company for training and Services provided by Company in connection with the Program and in accordance with the terms of this Agreement. Company understands that all Autodesk products and services or versions may not be available for Company under the Program or available in all countries. Distributors will provide a list of the Autodesk Products that are available for the applicable Program that will be updated from time to time.

该公司将从管理区域的指定分销商处购买足够的 Autodesk 产品的固定期限使用许可，以提供培训服务。如果该公司的区域包括由不同分销商管理的多个国家，则该公司将从每部分区域（如适用）的指定分销商处购买足够的 Autodesk 产品的固定期限使用许可，以为这部分区域提供服务。分销商将向该公司开具年度固定期限使用许可费发票。固定期限使用许可费支付之后，Autodesk 或分销商应向该公司交付或以其他方式提供 Autodesk 自行决定认为适当的各 Autodesk 产品和更新。除第 3.3 条中规定的外，根据项目许可的 Autodesk 产品，只能在由该公司拥有或租赁、管理、或控制的计算机或其他设备上，根据本协议的条款，用于该公司就项目提供的培训和服务。该公司理解，并非所有 Autodesk 产品和服务或版本都可根据项目提供给该公司，或者在所有国家/地区均可获得。分销商将提供相关项目可用的 Autodesk 产品列表，该列表将不时予以更新。

3.2. Payment.

付款。

Pricing and payment terms (including any late payment fees) for Autodesk Products shall be solely determined by Company's purchase agreement with Distributor.

Autodesk 产品的价格及支付方式（包括任何滞纳金），应仅通过该公司与分销商之间订立的采购协议确定。

3.3. Permitted Use of Autodesk Products.

Autodesk 产品的允许使用。

Company shall accept and be bound by the Autodesk Terms of Use, subscription agreement, terms of service or other governing agreement accompanying each Autodesk Product or associated subscription, tool, utility or service. In addition, ATCs and AAPs are subject to additional restrictions on the use of Autodesk Software subscribed to under the Program as set forth in this Agreement and the applicable Program Guide. Company may not, and shall not permit any person, including without limitation, any End Customer, to use Autodesk Products subscribed to in connection with the Program to create any content or materials for any purpose other than participation in training provided under this Agreement.

该公司应该接受每个 Autodesk 产品或相关的固定期限使用许可、工具、实用程序或服务随附的 Autodesk 使用条款、固定期限使用许可协议、服务条款或其他适用协议，并受其约束。此外，Autodesk 授权培训中心和 Autodesk 授权学术合作伙伴还须遵守，本协议和适用项目指南规定的，在使用根据项目订阅的 Autodesk 软件时应遵守的其他限制。该公司不能且不得允许任何人（包括但不限于任何最终客户）出于参与根据本协议提供的培训以外的任何目的使用就项目订阅的 Autodesk 产品来创建任何内容或资料。

3.3.1. ATC Only—Permitted Use. Autodesk grants a non-exclusive, non-transferable, royalty-free, limited license to Company to use Autodesk Products to provide the Services and permit its End Customers to temporarily use during the duration of the Course Autodesk Products solely to complete the Course or Course-related work. Company agrees that these End Customers are Company’s “Authorized Users” under the Autodesk Terms of Use. Company must de-active End Customer’s ability to use the Autodesk Product(s), immediately after End Customer completes the Course or if Company knows that the End Customer is using the Autodesk Products for any commercial or other purpose not permitted under the Agreement. Company must notify its End Customers and obtain their agreement to the following: (1) End Customer use of Autodesk Products is subject to the Autodesk Terms of Use and/or other applicable terms accompanying such Autodesk Product, (2) End Customer will only use the Autodesk Product made available by Company for the Course provided by Company and (3) End Customer shall not use the Autodesk Products for commercial, for-profit or business purposes. Company’s End Customers may use one copy of the applicable Autodesk Product only, not to exceed the Course duration scheduled in TES, or as specified by Autodesk in writing. Company also shall comply with any additional license terms and conditions that may be provided by Autodesk with respect to any Autodesk Products designated as Not for Resale, evaluation, beta or pre-release versions. Autodesk may provide additional restrictions on use by “Authorized Users” in the Program Guide.

仅限 Autodesk 授权培训中心-允许使用。 Autodesk 授予该公司一项非排他性、不可转让的、免版权使用费、有限的许可，以使该公司使用 Autodesk 产品提供服务，并允许其最终客户仅仅出于完成课程或课程相关作业目的在课程持续期间暂时使用 Autodesk 产品。该公司同意该等最终客户是该公司在 Autodesk 使用条款项下的“授权用户”。在最终客户完成课程后，该公司必须立即去终止最终客户使用 Autodesk 产品的能力，或者，如果该公司知道最终客户将 Autodesk 产

品用于本协议不允许的任何商业或其他目的，则该公司必须去终止最终客户使用 Autodesk 产品的能力。该公司必须告知其最终客户以下各项并征求其同意：

(1) 最终客户使用 Autodesk 产品，须遵守所述 Autodesk 产品随附的 Autodesk 使用条款和/或其他适用条款，(2) 最终客户仅可将该公司提供的 Autodesk 产品用于该公司提供的课程，以及(3) 最终客户不得将 Autodesk 产品用于商业、营利或经营目的。该公司的最终客户只能使用适用 Autodesk 产品的一份副本，且不得超过 TES 中设定的或 Autodesk 书面规定的课程持续时间。该公司还应遵守 Autodesk 可能就任何被指定为不得转售版、评估版、Beta 版或预发行版的 Autodesk 产品规定的任何其他许可条款和条件。Autodesk 可能在项目指南中规定对“授权用户”之使用的其他限制。

3.3.2. AAP Only–Permitted Use. If Autodesk approves Company as an AAP only under this Agreement, it can choose to subscribe to Autodesk Products for Internal Use or for Lab Use (as more fully described below).

仅限 **Autodesk 授权学术合作伙伴-许可使用**。如果 Autodesk 根据本协议仅仅批准该公司为 Autodesk 授权学术合作伙伴，则该公司可以选择订阅 Autodesk 产品供内部使用或实验室使用（更多详情见下文）。

3.3.2.1. Internal Use

内部使用

If AAP chooses the Internal Use option in its Forms, the AAP may only use Autodesk Products (A) for internal use of AAP’s employees or contractors while (i) training Academic Customers solely for Educational Purposes, in accordance with the terms set forth in this Agreement and the AAP Program Guide, (ii) conducting internal research for the AAP, (iii) providing other Services authorized in the AAP Program Guide to Academic Customers, (iv) developing training materials for the AAP related to Autodesk Products and (B) if AAP is authorized by Certiport, PearsonVue or another Autodesk approved certification partner and meets all certification provider requirements, to provide certification services for Autodesk certifications to Academic Customers (“**Internal Use**”). The AAP may not permit Academic Customers or any other person to use the Autodesk Products licensed by the AAP pursuant to the Agreement.

如果 Autodesk 授权学术合作伙伴在表格中选择“内部使用”选项，则 Autodesk 授权学术合作伙伴只能根据以下各项使用 Autodesk 产品：(A) 由 Autodesk 授权学术合作伙伴的雇员或承包商在以下期间进行内部使用，(i) 在根据本协议和 Autodesk 授权学术合作伙伴项目指南中规定的条款，仅仅出于教育目的的培训学术客户期间，(ii) 在为 Autodesk 授权学术合作伙伴开展内部研究期间，(iii) 在向学术客户提供 Autodesk 授权学术合作伙伴项目指南中授权的其他服务期间，(iv) 在为

Autodesk 授权学术合作伙伴开发与 Autodesk 产品相关的培训资料期间，并且 (B) 在 Autodesk 授权学术合作伙伴经 Certiport、PearsonVue 或其他经 Autodesk 批准的认证合作伙伴授权并满足所有认证该公司要求的情况下，用于向学术客户提供 Autodesk 认证的认证服务（“**内部使用**”）。Autodesk 授权学术合作伙伴不得允许学术客户或任何其他人使用由 Autodesk 授权学术合作伙伴根据本协议许可的 Autodesk 产品。

3.3.2.2. Lab Use

实验室使用

If AAP chooses the Lab Use option in its Forms, AAP may only use the Autodesk Products (A) as authorized under an Internal Use option and (B) to provide the Services permitted under the AAP Program Guide to Academic Customers solely for Educational Purposes in a Learning Environment (“**Lab Use**”).

如果 Autodesk 授权学术合作伙伴在表格中选择“实验室使用”选项，则 Autodesk 授权学术合作伙伴只能 (A) 使用“内部使用”选项下授权的 Autodesk 产品，并且 (B) 将 Autodesk 产品仅用于在学习环境下出于教育目的，向学术客户提供 Autodesk 授权学术合作伙伴项目指南项下许可的服务（“**实验室使用**”）。

Under no circumstances shall any Autodesk Products subscribed to by AAP in connection with the AAP Program, be installed or used on any Academic Customer’s computer or other third party’s computer unless otherwise permitted in the Program Guide. If such use on a personal device by Academic Customers is permitted in the Program Guide, Company must notify its Academic Customers and obtain their agreement to the following before such use is permitted: (1) Academic Customer use of Autodesk Products is subject to the Autodesk Terms of Use and/or other applicable terms accompanying such Autodesk Product, (2) Academic Customer will only use the Autodesk Product made available by Company for the Course provided by Company and (3) Academic Customer shall not use the Autodesk Products for commercial, for-profit or business purposes.

在任何情况下，Autodesk 授权学术合作伙伴就 Autodesk 授权学术合作伙伴项目订阅的任何 Autodesk 产品，均不得在任何学术客户的计算机或者其他第三方的计算机上安装或使用，除非项目指南另行许可。如果项目指南允许学术客户在个人设备上进行所述使用，则该公司必须在允许所述使用之前，告知其学术客户以下各项并征求其同意：（1）学术客户使用 Autodesk 产品，须遵守所述 Autodesk 产品随附的 Autodesk 使用条款和/或其他适用条款，（2）学术客户仅可将该公司提供的

Autodesk 产品用于该公司提供的课程，并且（3）学术客户不得将 Autodesk 产品用于商业、营利或经营目的。

3.4. Genuine License Use.

正版许可证的使用。

If Company becomes aware that an End Customer is not utilizing validly licensed Autodesk Products when participating in a Course or receiving any other Services from Company, it shall cease providing any training or other Services to such End Customer and notify Distributor. Company will not use Autodesk Education licenses or subscriptions at Sites or in connection with the Services.

如果该公司获悉某位最终客户在参与该公司提供的课程或者接受该公司提供的任何其他服务时，并非使用带有有效许可证的 Autodesk 产品，则该公司应停止向前述最终客户提供任何培训或其他服务，并通知分销商。该公司不会在授课点或者就服务使用 Autodesk 教育类许可证或固定期限使用许可。

4. **Services**

服务

Company must select the Services it wishes to provide in the Forms and such Services must be approved by Autodesk.

该公司必须在表格中选择其希望提供的服务，并且所述服务必须经过 Autodesk 批准。

Company agrees that Company will only provide Services in the Territory approved by Autodesk in the Forms. Company will not provide Services related to, or access to, Autodesk Products to residents or citizens of any country subject to a US trade embargo (as of December 2020, embargoed country list includes: Crimea, Cuba, Iran, North Korea, Sudan, and Syria).

该公司同意，该公司仅在区域内提供 Autodesk 在表格中批准的服务。该公司不会向任何美国贸易禁运国家/地区（截至 2020 年 12 月，美国贸易禁运国家/地区包括：克里米亚、古巴、伊朗、朝鲜、苏丹和叙利亚）的居民或公民提供 Autodesk 产品相关服务或访问权限。

5. **Audit Rights.**

审计权利

Autodesk, in its sole discretion may conduct an audit of the financial and other records (including without limitation those related to the use of Autodesk Products), or may have its Distributor conduct such audit on its behalf, which may include, but is not limited to: (i) training records of End Customers, (ii) confirmation of completion of Courses by End Customers; (iii) confirmation of

completion of satisfaction surveys by End Customers; (iv) subscriptions and licenses purchased and Site installation records of same; and (v) and other materials and information applicable to Company for the purpose of ensuring Company's compliance with the terms and conditions of this Agreement. Such audit shall be conducted at one or more Sites, as applicable, or Autodesk may request that materials be made available electronically for Autodesk's review, in each case, during normal business hours upon reasonable notice to Company. In addition to the audit rights set forth above, Autodesk, in its sole and absolute discretion, may conduct an audit of the Company's use of the Marketing Materials as necessary to ensure that Company is complying with the requirements of Section 9, below.

Autodesk 可自行决定对该公司的财务及其他记录(包括但不限于与使用 Autodesk 产品有关的内容)进行审计, 或可指定其分销商代表其执行该等审计, 包括但不限于: (i)最终客户的培训记录; (ii) 最终客户完成课程的确认书; (iii) 最终客户完成满意度问卷调查的确认书; (iv) 已购买的固定期限使用许可和许可证及其授课点安装记录; (v) 为确保该公司遵守本协议条款条件对该公司适用的其他材料和信息。该等审计应在一个或多个授课点进行(视具体情况而定), 或者 Autodesk 可在正常工作时间通过向该公司发出合理通知的形式要求其以电子形式提供该等资料以便审计。除上述列明的审计权利外, Autodesk 可以在其认为必要的情况下审计该公司对营销材料的使用情况以确保该公司遵守本协议下述第 9 条的规定。

6. Confidentiality

保密性

6.1. Confidential Information.

保密信息

As used in this Agreement, “**Confidential Information**” means any (a) information designated as confidential orally or in writing by Autodesk, (b) information related to any Autodesk Product, (c) information related to Autodesk's business, or (d) other information or materials received by Company by virtue of its relationship with Autodesk, whether received directly from Autodesk or indirectly from a distributor, including, but not limited to, Partner Records, Evaluations, End Customer Data which may be made available to designated Distributor by Autodesk or collected by designated Distributor in connection with the training services, product plans, product designs, product costs, product prices, product names, finances, marketing plans, business opportunities, personnel, research, development, focus-group interviews, or know-how.

就本协议而言,“**保密信息**”指: (a) Autodesk 口头或书面指定为须保密的任何信息, (b) 与任何 Autodesk 产品相关的任何信息, (c) 与 Autodesk 业务相关的任何信息, 或 (d) 该公司凭借其与 Autodesk 的联系接收到的任何其他信息或材料, 不论是直接接受自 Autodesk 处还是间接接收自分销商处, 该等信息或资料包括但不限于, Autodesk 可能向指定分销商提供的或由指定分销商收集的, 与培训服务、产品计划、产品设计、产品成本、产品价格、产品名称、财务资料、营销计划、商业机会、人员资料、研发、专题小组访谈或专有技术相关的合作伙伴记录、评估、最终客户数据。

6.2. Limitations on Disclosure and Use of Confidential Information.

保密信息披露及使用的限制

Company shall prevent the unauthorized disclosure of Confidential Information by employing no less than the same degree of care employed by such party to prevent the unauthorized disclosure of its own Confidential Information (which under no circumstances should be less than a reasonable degree of care). Company shall only use Confidential Information disclosed under this Agreement in the furtherance of this Agreement or the performance of its obligations hereunder.

该公司应当尽合理审慎义务，避免保密信息未经授权的披露，审慎的程度应当不低于其保护其自有保密信息，防止未经授权而被披露所采取的审慎措施（在任何情况下，不得低于合理审慎程度）。该公司仅可使用根据本协议披露的保密信息用于履行本协议以及本协议项下的义务。

6.3. Exceptions.

例外情形

Confidential Information does not include information which (a) is rightfully received by Company from a third party without restriction, (b) is known to or developed by Company independently without use of or access to the Confidential Information, (c) is or becomes generally known to the public by other than a breach of duty hereunder by Company, or (d) has been approved for release by written authorization of Autodesk.

保密信息不包含下述信息：（a）该公司自不受保密义务约束的第三方处合法获得的任何信息，（b）该公司早已得知或在未使用或访问保密信息的情况下独立开发的任何信息，（c）非因该公司违反本协议项下的保密义务而为公众所知的信息，或（d）经 Autodesk 书面授权批准发布的信息。

7. Training Evaluation System.

培训评价系统。

The Autodesk Training Evaluation System (“TES”) is the training participant survey system for ATCs to request training experience feedback from End Customers who attend a Course. TES Requirements are detailed in the Program Guide. TES provides a mechanism for ATC to deliver Evaluations and official Course Completion Certificates to End Customers. Information gathered through TES will be accessible by Autodesk, the Distributor, and the applicable ATC or AAP.

Autodesk 培训评价系统（“TES”），是 Autodesk 授权培训中心向参与课程的最终客户收集培训体验反馈意见的培训参与者调查系统。培训评价系统要求在项目指南中有详细说明。培训评价系统为 Autodesk 授权培训中心提供一种机制，用于向最终客户提出培训评价和颁发官方课程结业证书。Autodesk、分销商、以及相关 Autodesk 授权培训中心或 Autodesk 授权学术合作伙伴，可以获取通过培训评价系统收集的信息。

7.1. Satisfaction Surveys Evaluations.

满意度问卷调查评价。

Company must provide End Customers with a satisfaction survey rating the performance of Company and quality of Services provided by Company. If any information provided by End Customers in Evaluations (including without limitation, End Customer Data) is provided to Company, Company agrees to treat such information as Confidential Information and will only use such information for internal performance evaluation purposes.

该公司必须向最终客户提供满意度问卷调查，以对该公司的绩效以及该公司所提供服务的質量进行评分。如果最终客户在评价中提供的任何信息（包括但不限于最终客户数据）提供给了该公司，则该公司同意将所述信息视为保密信息，并且仅将所述信息用于内部绩效评价目的。

7.2. Course Completion Certificates.

课程结业证书。

Company is required to use TES and provide Evaluations to all End Customers who participate in Company's Courses or Course-related projects. Company may only offer Autodesk Course Completion Certificates to End Customers through TES or other designated system approved by Autodesk in writing. Company may not issue Autodesk-branded certificates from any other system.

该公司必须使用培训评价系统，并向参与该公司的课程或者参与课程相关项目的所有最终客户提供问卷调查评价。该公司只能通过培训评价系统或 Autodesk 书面批准的其他指定系统，向最终客户颁发 Autodesk 课程结业证书。该公司不得从任何其他系统颁发印有 Autodesk 品牌的证书。

7.3. Data Ownership.

数据所有权。

Any data obtained through Evaluations and any other data stored in TES are considered the property of Autodesk and will be maintained solely by Autodesk in Autodesk Systems using Autodesk guidelines. During the Term, ATC is permitted to use data associated with Evaluations and Courses only for the purposes of analyzing Courses and Services provided to End Customers and improving training performance. ATC may not use data from TES or relating to Evaluations for marketing or any other purpose not specifically set forth in this Agreement.

通过评价获得的任何数据，以及存储在培训评价系统中的任何其他数据，均视为 Autodesk 的财产，且将仅由 Autodesk 根据 Autodesk 指南在 Autodesk 系统中予以维护。在有效期内，Autodesk 授权培训中心仅可将与评价和课程相关的数据，用于分析向最终客户提供的课程和服务，以及提高培训的效果。Autodesk 授权培训中心不得将来自培训评价系统的数据或者与评价有关的数据，用于营销目的或本协议中未明确规定的任何其他目的。

8. Term, Renewal, Termination, and Other Remedies

有效期、续展、终止及其他救济

8.1. Term and Renewal.

有效期和续展。

The term of this Agreement shall begin on the Effective Date and shall continue until January 31, of the following calendar year (“**Initial Term**”). Thereafter the Agreement shall automatically renew, for ten (10) successive 12-month periods (each a “**Renewal Term**” and together with the Initial Term, the “**Term**”), unless this Agreement has been terminated by either party in accordance with the provisions of this Section 8. Either party may elect to terminate (and not renew) this Agreement by providing at least thirty (30) days advance written notice of its intention to terminate (and not renew) this Agreement, and then the Agreement will expire at the end of the then-current Initial Term or Renewal Term, as applicable.

本协议有效期始于生效之日，且应继续生效直至下一日历年度的 1 月 31 日止（“**初始有效期**”）。此后，除非任何一方已根据本第 8 条之规定终止本协议，本协议应于有效期届满后自动续展，并以十（10）个连续的 12 个月为一个续展期间（各续展期间均称为“**续展有效期**”，与初始有效期统称“**有效期**”）。任何一方有意终止（且不续展）本协议的，应当至少提前三十（30）天出具书面通知以终止（且不续展）本协议，届时协议将于当时的初始有效期或续展有效期（如适用）结束时期满。

8.2. Termination for Insolvency.

因破产而终止。

This Agreement shall automatically terminate if Company becomes the subject of a voluntary or involuntary petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors, if that proceeding is not dismissed with prejudice within sixty (60) days after filing. In addition to the foregoing, in the event Company either voluntarily files for protection against its creditors under any relevant law or is the subject of an involuntary petition in bankruptcy, Company agrees that Autodesk shall be entitled to all rights to retain the benefits of this Agreement which are set forth under applicable law. No right granted to Autodesk under applicable law shall be deemed to have been waived either expressly or by implication without a written agreement confirming such waiver.

如该公司主动提出或他人对其提出破产申请或正处于任何资不抵债、接管、清算程序或为债权人利益进行的转让程序，且该等程序在提交后六十（60）天内未被驳回，本协议应自动终止。除上述规定外，如该公司依据任何相关法律自愿提出破产以便其自身免受债权人追责或作为非自愿破产申请的对象，该公司同意 Autodesk 应有权依据适用法律规定，保留其对本协议享有的全部权益。未经订立书面协议确认，不得视为明示或默示放弃行使依据适用法律授予 Autodesk 的任何权利。

8.3. Termination for Breach.

因违约而终止。

Either party may terminate this Agreement if the other party breaches any term or condition of this Agreement and fails to cure that breach within thirty (30) days after notice of the breach. In the event that such breach is the type, which cannot be cured, either party may terminate this Agreement immediately upon notice. In addition to the foregoing, if Company is located in APAC, any failure by Company to have purchased a valid and current license or subscription to each of the Autodesk Products for which it offers training as of the first day of a new Program year (i.e., February 1), whether such license or subscription is purchased from Autodesk or a Distributor, will result in the immediate termination of this Agreement, even if Company has signed and returned the Agreement to Autodesk. Notwithstanding the foregoing, if Company has failed to pay Subscription Fees when due, Autodesk may terminate this Agreement upon written notice to Company.

如果协议一方违反本协议的任何条款或条件且未能在收到另一方出具违约通知后的三十（30）天内就该等违约行为采取补救措施，则另一方可终止本协议。如该等违约行为无法进行补救的，则任何一方可在出具通知后立即终止本协议。除上述规定外，如果该公司位于亚太地区的 Autodesk 授权培训中心，如该公司未能为其截至新项目年度首日（即 2 月 1 日）提供培训的每个 Autodesk 产品购买届时有效的许可证或固定期限使用许可，不论该等许可证或固定期限使用许可可能从 Autodesk 购得还是能从分销商购得，未能购买该等许可或固定期限使用许可将导致本协议的立即终止，即使该公司已将签署后的协议返还至 Autodesk。尽管有上述规定，但如果公司未按期支付订阅费，Autodesk 可在书面通知该公司后终止本协议。

8.4. Termination for Convenience.

简易终止。

Autodesk may terminate this Agreement for convenience upon thirty (30) days written notice to Training Provider.

Autodesk 可在书面通知该公司后三十（30）天内终止本协议。

8.5. Suspension of Program Benefits.

中止项目权益。

If Company fails to pay Subscription fees when due or use TES as required under this Agreement, Company’s right to provide Services under the Program, reference Company as an ATC, AAP, ALP, and/or Autodesk Learning Partner, as applicable, and use of any Program benefits shall automatically be suspended, including without limitation, the right to use Autodesk Products subscribed to in connection with the Program to provide Services, the right to use Autodesk logos permitted under this Agreement and Materials, the right for Company to be listed in Autodesk Partner Locator, and rights to use Autodesk Systems. Upon

payment of Subscription Fees or resumption of use of TES as required under this Agreement, such suspension shall cease.

如果该公司未能按时支付固定期限使用许可费或者未能按照本协议项下的要求使用培训评价系统，则该公司根据项目提供服务的权利、自称该公司为 Autodesk 授权培训中心、Autodesk 授权学术合作伙伴、ALP 和/或 Autodesk 学习合作伙伴（具体视情况而定）的权利、以及使用任何项目权益的权利，均应自动中止，包括但不限于为提供服务而使用就项目订阅的 Autodesk 产品的权利、使用本协议和材料项下所允许的 Autodesk 标识的权利、纳入 Autodesk 合作伙伴定位器的权利、以及使用 Autodesk 系统的权利。在该公司按照本协议项下的要求支付订阅费或者重新开始使用培训评价系统后，所述权利应该予以恢复。

8.6. Termination of Site.

停运授课点。

Autodesk may terminate a Site if the Site fails to meet the Requirements of this Agreement and Company fails to cure breach of this Agreement within thirty (30) days after notice of the Site's breach. In the event that such breach is the type, which cannot be cured, Autodesk may terminate the Site immediately upon notice. Any monies paid by the Company to the Distributor for annual Subscription Fees are not returnable.

如果授课点不符合本协议中的要求，并且公司未能在收到授课点违约通知后的三十（30）天内纠正所述违约，则 Autodesk 可以停止授课点的运营。如果所述违约无法纠正，则 Autodesk 可以在发出通知后立即停止授课点的运营。该公司就任何年度固定期限使用许可费而支付给分销商的所有款项均不可退还。

Company may terminate a Site with thirty (30) days prior notice in writing to Autodesk. Upon termination of the Site, Company will cease all use at such Site of Autodesk Products subscribed to in connection with the Agreement, all Autodesk logos and trademarks, Site Authorization certificate or plaques, Autodesk Confidential Information, all Materials, Autodesk Systems, platforms and accounts for Program participants, and the TES.

该公司可以通过提前三十（30）天向 Autodesk 发出书面通知，停止授课点的运营。授课点停止运营后，该公司将停止在所述授课点使用就本协议订阅的 Autodesk 产品、所有 Autodesk 标识和商标、授课点授权证书或牌匾、Autodesk 保密信息、所有材料、Autodesk 系统、向项目参与者开放的平台和为项目参与者开设的账户，以及培训评价系统。

Company will promptly notify Instructors of Site termination.

授课点停止运营后，该公司将及时通知讲师。

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9.2. Trademark Use.

商标的使用。

During the Term, Company can refer to the names of the Autodesk Products for which Company has been authorized in accordance with the Program Guide. If Company is authorized as an ATC, Company may refer to itself as an "Autodesk Authorized Training Center" or an "ATC," solely for the purposes of marketing, promoting and delivering training Services under the ATC Program. If Company is authorized as an AAP, Company may refer to itself as an "Autodesk Authorized Academic Partner" or an "AAP," solely for the purposes of marketing, promoting and delivering training Services under the AAP Program. During the Term, Company may refer to itself as an "Autodesk ALP" solely for the purposes of marketing, promoting, and delivering training Services as an ATC or AAP. Company may refer to its ACI Instructors as an "Autodesk Certified Instructor" or an "ACI", solely for the purposes of marketing, promoting and delivering training Services under the ATC Program or AAP Program. Company shall not utilize any other trademark of Autodesk or Autodesk, Inc.

without the express written consent of Autodesk. Company shall not alter or remove any Autodesk or Autodesk, Inc. trademark included with the Materials. Nothing herein shall grant to Company any right, title or interest in Autodesk or Autodesk, Inc.'s trademarks. Any and all goodwill arising from Company's use of Autodesk's trademarks shall inure solely to the benefit of Autodesk and its affiliates. Company may use Autodesk's trademarks in conformance with any trademark guidelines made available to it by Autodesk, which may be revised by Autodesk from time to time. On the Effective Date, the trademark guidelines are located at: <https://www.autodesk.com/company/legal-notice-trademarks/intellectual-property/trademarks#guidelines>

在有效期内，该公司可引用 Autodesk 产品的名称，但该引用须根据项目指南获得授权。如果该公司获得授权作为 Autodesk 授权培训中心，则可且仅可为营销、推广及交付授权培训中心项目项下的培训服务之目的，自称为“Autodesk 授权培训中心”和/或“ATC”。如果该公司获得授权作为 Autodesk 授权学术合作伙伴，则可且仅可为营销、推广及交付授权学术合作伙伴项目项下的培训服务之目的，自称为“Autodesk 授权学术合作伙伴”和/或“AAP”。在有效期内，该公司可且仅可以“Autodesk 授权培训中心”或“Autodesk 授权学术合作伙伴”的身份营销、推广及交付 Autodesk 学习合作伙伴项目项下的培训服务之目的，自称为“Autodesk 学习合作伙伴”。该公司可且仅可为营销、推广及交付 Autodesk 授权培训中心项目或 Autodesk 授权学术合作伙伴项目项下的培训服务之目的，将其 ACI 讲师称为“Autodesk 认证讲师”和/或“ACI”。未经 Autodesk 书面明确同意，该公司不得使用 Autodesk 或 Autodesk, Inc.的任何其他商标。该公司不得修改或移除包含在材料中的任何 Autodesk 或 Autodesk, Inc.商标。本协议并未授予该公司与 Autodesk 或 Autodesk, Inc.商标相关的任何权利、所有权及权益。因该公司使用 Autodesk 的商标而产生的任何及所有商誉应仅以 Autodesk 及其关联公司为受益方。该公司可以 Autodesk 向其提供的任何商标指南为依据使用 Autodesk 的商标，且 Autodesk 可不时对该等商标指南进行修订。自本协议生效之日起，商标指南可通过下述网址获取：<https://www.autodesk.com/company/legal-notice-trademarks/intellectual-property/trademarks#guidelines>。

At no time during or after the Term shall Company challenge or assist to challenge Autodesk's or Autodesk, Inc.'s trademarks or the registration thereof or attempt to register any trademarks, marks or trade names confusingly similar to those of Autodesk or Autodesk, Inc. Company shall include the following disclaimer with any description of Courses or manuals, or other materials produced or distributed by Company: “Autodesk has not created, reviewed or endorsed these materials and is not responsible for the quality of the training offered by «Name of Company» or for any actions of «Company».” Failure to comply with the foregoing shall constitute a material breach of this Agreement.

在有效期内或之后的任何时间，该公司均不得对 Autodesk 或 Autodesk, Inc.商标及其注册情况申请异议或撤销，或促使他人进行该等行为，或试图抢注任何与 Autodesk 或 Autodesk, Inc.商标近似并易混淆的任何商标、标识或商号。该公司应将下述免责声明纳入由其制作或发行的任何课程大纲或手册或其他材料中：“Autodesk 尚未创建、审查或认可这些材料，且不就《公司名称》所提供培训的品质或《公司》的任何行为承担任何责任。”未能遵守上述规定应构成对本协议的重大违约。

All representations of Autodesk's or Autodesk, Inc.'s trademarks that Company requests permission to use shall first be submitted to Autodesk for approval in writing of design, color and other details. Company shall not use any Materials or trademarks on or in connection with any good, service, program or any advertising, web site, promotional, public relations, or other material that (or contains any content that) (a) is unlawful, threatening; false; misleading; discriminatory based on race, sex, religion, nationality, disability, sexual orientation or age; libelous; defamatory; obscene; or offensive; (b) is disparaging or critical of Autodesk or its products or services; (c) violates any applicable law, rule or regulation; (d) misappropriates or infringes upon the copyrights, patents, trademarks, trade secrets or any other intellectual property or proprietary rights of any third parties; or (e) violates the rights of privacy or publicity of, any third parties. Autodesk may notify Company that Company must cease using Autodesk trademarks in the manner specified in the notice, and Company shall promptly cease such use.

该公司请求获准使用的所有 Autodesk 或 Autodesk, Inc.商标的表现形式, 应首先以书面形式提交包含设计、颜色及其他细节在内的文件供 Autodesk 书面核准。该公司不得将任何资料或商标用于下述情况或与之相关的(或包含任何下述内容的)任何产品、服务、项目或任何推广、网站、宣传、公关、或其他材料上: (a) 违法、有胁迫性; 虚假; 具有误导性; 在种族、性别、宗教、民族、残疾、性取向或年龄方面有歧视性; (b) 诋毁或批评 Autodesk 或 Autodesk 产品或服务; (c) 违反任何适用法律、规则或法规; (d) 盗用或侵犯任何第三方的版权、专利、商标、商业秘密或任何其他知识产权或专有权利; 或 (e) 侵犯任何第三方的隐私权或公开权。Autodesk 可通知公司, 公司必须按通知中规定的方式停止使用 Autodesk 商标, 且公司应立即停止以上述方式使用。

Company grants Autodesk for the Term a non-exclusive, royalty-free license to use Company's trademarks and logos provided by Company to Autodesk for use in connection with the Programs and Services ("ALP Marks") in promotional materials for the Programs and on Autodesk's websites, tools or other platforms in materials related to the Programs and Services, in conformance with any trademark guidelines provided in writing by Company. Autodesk agrees that any goodwill resulting from the use of the ALP Marks shall inure solely to the benefit of Company.

该公司向 Autodesk 授予一项在有效期内从事以下活动的非排他性、免版权使用费的许可: 按照该公司书面制定的任何商标指南, 将该公司提供给 Autodesk 以用于项目和服务的该公司的商标和标识("Autodesk 学习合作伙伴标记"), 用于项目的宣传材料, 以及在 Autodesk 网站、工具或其他平台上用于与项目和服务有关材料。Autodesk 同意, 因使用 Autodesk 学习合作伙伴标记而产生的任何商誉, 均应仅以该公司为受益方。

9.3. Attempt to Register.

注册企图。

Company will not use or attempt to register in any way (whether using any technology now known or hereafter created) any designation, trademark, service mark, trade name, copyright,

logo, Autodesk published acronym, domain name, social media user name or identifier, or any Autodesk Product or service name, that in whole or in part contains, or is confusingly similar to any Autodesk Product name, service name, trademark, service mark, trade name, copyright, logo, Autodesk published acronym, or domain name of Autodesk or any affiliated company of Autodesk or that is confusingly similar thereto.

该公司不会以任何方式（无论是通过利用目前已知的任何技术，还是通过利用今后创造的任何技术），使用或企图注册全部或部分包含下列各项或者与下列各项相似且容易引起混淆的任何称号、商标、服务标记、商号、版权、标识、Autodesk 发布的首字母缩写词、域名、社交媒体用户名或标识符、或者任何 Autodesk 产品或服务名称：任何 Autodesk 产品名称、服务名称、商标、服务标记、商号、版权、标识、Autodesk 发布的首字母缩写词，或者使用或企图注册 Autodesk 的域名或 Autodesk 任何关联公司的域名，或者与之相似且容易引起混淆的域名。

9.4. Marketing Materials.

营销材料。

During the Term, Company shall produce and make available to prospective customers detailed and accurate promotional materials describing its Services provided, including but not limited to information regarding the mode of delivery and learning goals for Courses delivered electronically. Company's use of Marketing Materials provided by Autodesk, if any, shall be subject to the following grant and requirements:

在有效期内，该公司应编制详尽准确的推广材料，以便使潜在客户知悉其所提供的服务包括但不限于以电子形式交付的课程的交付模式及与学习目标有关的信息。该公司对由 Autodesk 提供的营销材料的使用，应当受制于下述授权及要求：

Subject to the terms and conditions of this Agreement and any additional limitations or exclusions on use of the Marketing Materials communicated or provided by Autodesk from time to time (including without limitation, those posted on Partner Portal or accompanying the Marketing Materials), Autodesk hereby grants Company a non-exclusive, non-transferable, revocable, and non-sub licensable right during the Term to reproduce and distribute the Marketing Materials in connection with Company's Services under the Program.

在遵守本协议条款条件及 Autodesk 不时传达或提供的关于使用营销材料的任何附加限制或免责条款（包括但不限于公布于合作伙伴门户网站或随附营销材料发布的内容）的前提下，Autodesk 特此授予该公司一项非独家、不可转让、可撤销且不可分许可的权利，以便其复制及分发与其在项目项下的培训服务相关的营销材料。

Marketing Materials shall not be incorporated into a logo, trademark, or service mark by Company. With respect to any Marketing Materials delivered or stored in an electronic form Company must retain the copyright symbol and markings thereon. Except as expressly provided herein, Company is not granted any other right or license to any copyright,

trademark or other intellectual property right with respect to the Marketing Materials. Company shall take all reasonable measures to protect Autodesk's proprietary rights in the Marketing Materials and shall not copy, use or distribute the Marketing Materials, or any derivative thereof, in any manner or for any purpose, except as may be expressly authorized herein. Company shall notify Autodesk promptly in writing upon its discovery of any unauthorized use of the Marketing Materials.

该公司不得将营销材料纳入标识、商标或服务标记中。对于以电子形式提供或储存的任何营销材料，该公司必须保留其中的版权符号和标记。除非本文另有明确规定，该公司并未就与营销材料相关之版权、商标或其它知识产权获得任何其它权利或许可。该公司应当采取一切合理措施保护 Autodesk 对营销材料的专有权利且不得以任何方式或为非经本协议明示授权的任何目的，复制、使用或发行营销材料或其任何衍生物。一旦发现未经授权即使用营销材料的任何行为，该公司应当立即以书面形式通知 Autodesk。

Company shall not publish on any media, including social media, any comment, information or material that could damage Autodesk's brands, image or reputation. Company will impose equivalent obligations on its employees.

该公司不得在任何媒体（包括社交媒体）上发布任何可能损害 Autodesk 品牌、形象或声誉的评论、信息或材料。此外，该公司将让其雇员承担同等义务。

10. Warranty Disclaimer, Indemnity and Limitation of Liability

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10.1. No Warranties and Other Disclaimers.

无保证与其他免责声明。

Company shall not make any warranty or representation actually, apparently or ostensibly on behalf of Autodesk. FURTHER, AUTODESK AND ITS AFFILIATES AND ITS LICENSORS DISCLAIM ALL WARRANTIES WITH RESPECT TO THE MATERIALS PROVIDED HEREUNDER, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

该公司不得以实际的、明确的或近似的方式代表 Autodesk 作出任何保证或声明。此外，Autodesk 及其关联公司及其许可方，拒绝对在本协议项下提供的材料中明示或默示的所有保证负责，包括但不限于就不侵权、适销性或适用于某种特定目的的任何默示保证。

10.2. Indemnity by Company.

由该公司进行的赔偿。

Company shall indemnify and hold Autodesk and its affiliates and their respective officers, directors, employees and representatives (each, an “Indemnitee” and collectively, the “Indemnites”) harmless from and against any cost, loss, liability, judgment or expense, including court costs and reasonable fees for attorneys or other professionals, arising out of or related to any claim or demand brought against any Indemnitee by a third party arising from or in connection with (a) any breach by Company of the terms of this Agreement or the Program Guide, (b) the development, marketing, distribution, provision or promotion of Company’s products or services, (c) any negligent or willful act or omission by Company, or Company’s employees or contractors including, but not limited to, any act or omission that contributes to (i) any bodily injury, sickness, disease, or death or (ii) any injury or destruction to tangible property or loss of use resulting therefrom; or (d) any violation of any law, statute, rule, ordinance or regulation.

如由任何第三方因下述原因或与之相关的原因而针对 Autodesk、其关联公司及其各自高管、董事、员工及代表（以下单称或统称为“受偿人”）所提的任何索赔或请求而产生任何成本、损失、责任、判决或支出（包括诉讼费及合理的律师费或其他专业费用），该公司应赔偿受偿人，使其免受损害并为其进行抗辩：（a）该公司违反本协议或项目指南的条款，（b）该公司开发、营销、发行、提供或推广其产品或服务，（c）该公司或其员工或承包商过失或蓄意作为或不作为，包括但不限于造成下述事项的作为或不作为：（i）任何人身伤害、身体不适、疾病或死亡；或者（ii）对有形财产的损害或毁坏或因此造成其不可使用的结果；或（d）对任何法律、法规、规则、条例或法令的违反。

10.3. Limitation of Liability.

责任限制。

COMPANY AGREES THAT AUTODESK’S LIABILITY ARISING OUT OF THIS AGREEMENT SHALL NOT EXCEED THE GREATER OF (I) THE FEES RECEIVED BY AUTODESK HEREUNDER, WHETHER DIRECTLY OR INDIRECTLY THROUGH ONE OR MORE DISTRIBUTORS, IN THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY OR (II) \$400. 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.

该公司同意 Autodesk 因本协议而产生的责任不得超过下述两项中较高者：（i）在发生该等责任事件前 12 个月期间内，Autodesk 在本协议项下收取的费用，不论是直接收取还是通过一个或多个分销商间接收取，或（ii）400 美元。在任何情况下 Autodesk 均不因对采购替代产品或服务的成本，或因本协议而生的任何特殊的、间接的和附带的损

该公司同意并理解根据出口管制法律的规定，其可能无法直接或间接下载与项目相关的软件、文档、技术数据（或直接产品）及服务或不可以其他方式出口、再出口、或转让至受限制的国家、受限制的最终用户或用于受限制的最终用途。特此举例但不限于该等例证，出口管制法律可限制该公司将软件出口或转让至美国贸易禁运港所在国家，不得出口或转让至出现在美国政府限制成员名单的最终用户，及不得出口或转让至用于诸如以研发生化或核武器的最终用户。关于美国出口控制法律或法规的附加信息可于下列网站公开查阅：<http://www.bis.doc.gov/policiesandregulations/index.htm#ear>。

12.3. Anti-Corruption Laws.

反腐败法律。

In conformity with the FCPA or any rules or regulations thereunder, with all similar international laws, including the U.K. Bribery Act, and with Autodesk's relevant corporate policies, Company shall not take any action which would cause Company or Autodesk to be in violation of such anti-corruption laws, including without limitation (i) the use of any funds for unlawful contributions, gifts, entertainment, or other expenses relating to political activity or (ii) making, attempting to make, offering or authorizing any unlawful payment, thing of value, bribe, rebate, payoff, influence payment, kickback or other similar unlawful payment to a foreign or domestic government official, or non-government partner, for the purpose of influencing an act or decision (including a decision not to act) or inducing such a person to use his or her influence to affect any such governmental act or decision to obtain, retain, or direct any business.

根据《反海外腐败法》或其中的任何条例或规定，以及国际上所有类似的法律，包括《英国贿赂法案》和 Autodesk 的公司政策，该公司不得采取任何可能违反此类反腐败法律的行为，包括但不限于（i）使用任何资金提供与政治活动相关的非法捐助、礼物、娱乐或其它开支；或（ii）向国外或国内的政府官员或非政府合作方提供、试图提供、许诺或授权提供旨在影响作为或决策的（包括不作为的决策）任何非法报酬、有价值的物品、贿赂、回扣、回报、影响力报酬（influence payment）、佣金或其它类似的非法报酬；或诱使该人利用其影响力影响此类政府作为或决策，以获得、保留或指导任何业务。

12.4. Approvals.

批准。

Company shall obtain and maintain at its own expense all approvals, consents, permissions, licenses, and other governmental or other third party approvals necessary to enable Company to provide the Services or exercise any rights hereunder.

该公司应当自行承担获取并维护为使该公司能够提供本协议项下的服务或行使本协议项下的任何权利而必要的所有批准、同意、允许、许可或其他政府或其他第三方核准而产生的费用。

12.5. Taxes.

税费。

Where Company purchases directly from Autodesk, Company shall be responsible for the payment of taxes, duties, fees, and other charges, including all applicable income, sales, VAT, withholding taxes, penalties and interest, with respect to the products and services provided by both Autodesk to Company, and Company to End Customers and others.

该公司直接从 Autodesk 处购买的，该公司应当负责支付所有与 Autodesk 向该公司及该公司向最终客户或其他方提供产品及服务相关的税费、关税、费用及其他手续费、包括所有适用的所得税、营业税、增值税、预提所得税、罚金及利息。

12.6. Assignment.

转让。

Company acknowledges that Autodesk is relying upon Company's reputation, business standing, and goodwill under Company's present ownership in entering into this Agreement. Accordingly, Company agrees that its rights and obligations under this Agreement may not be transferred or assigned and its duties may not be delegated directly or indirectly without the prior written consent of Autodesk. Any assignment without the written consent of Autodesk is null and void. Company shall notify Autodesk promptly in writing of any change of ownership of Company or of any sale of all or substantially all of Company's assets. Company acknowledges that any change of ownership, sale of all or substantially all of Company's assets, or attempted assignment by Company of this Agreement, or any part thereof, without Autodesk's prior written consent may result in immediate termination of this Agreement by Autodesk. Autodesk may assign or otherwise transfer its rights and obligations to (a) its affiliates or subsidiaries or (b) any other successors-in-interest (whether by purchase of stock or assets, merger, operation of law, or otherwise) of that portion of its business related to the subject matter hereof. Subject to the restrictions set forth in this Section, all of the terms and conditions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and permitted assigns of the parties hereto.

该公司在此确认，Autodesk 基于该公司目前所具有的声誉、信用状况以及商誉而订立本协议。因此，该公司同意：未经 Autodesk 事前书面同意，该公司不得转让或出让其在本协议下的权利和义务，亦不得直接或间接地将其在本协议项下的职责委托给其它方。任何未经 Autodesk 书面同意进行的转让均属无效。如果该公司的所有权出现任何变更或者出售其全部或绝大部分资产，该公司应当及时以书面形式通知 Autodesk。该公司承认，未经 Autodesk 事先书面同意该公司发生所有权变更、出售其全部或实质上全部资产或其任何部分或者准备转让本协议的情形均构成 Autodesk 立即终止本协议的理由。Autodesk 可以（通过股权或资产的购买、合并、实施法律或任何其他方式），将同本协议标的有关的其业务所涉及的权利和义务转让给(a)其关联公司或子公司，或(b)任何其他受益继承人。在不违反本协议规定的限制条件的情况下，本协议的所有条款和条件均对协议双方的继承人和经许可受让人具有约束力，是为保护协议双方的继承人和经许可受让人的利益而设的，并且可被协议双方的继承人和经许可受让人强制执行。

12.7. Choice of Law/Venue.

准据法/审理地的选择。

Depending on where Company’s principal place of business, this Agreement is between Company and the Autodesk party set out below. The governing law for this Agreement, including any rights, obligations and claims of the parties, will be as specified below. Similarly, any dispute, claim or controversy arising out of or relating to this Agreement, including the breach, performance, termination, enforcement, interpretation or validity of this Agreement (and whether under contract, tort, including and strict liability, competition law or otherwise), and including the determination of the scope or applicability of the dispute resolution provisions of this Agreement, will be finally determined under the law, in the location and by the dispute resolution process specified below.

根据该公司主要营业地的不同，本协议由该公司与下方列出的 Autodesk 方订立。本协议（包括协议双方的任何权利、义务和主张）的适用法律，如下文所示。类似地，因本协议（包括对本协议的违反、履行、终止、强制执行、解释或有效性（且无论是基于合同、侵权责任（包括严格赔偿责任、竞争法或其他），也包括对本协议争议解决条款的范围或适用性的确定）引起的、或与之相关的任何争议、索赔或分歧，将在下述地点按照下述争议解决程序根据法律最终裁定。

Your principal place of business	References to “Autodesk” means the following Autodesk entity:	Governing law is:	Exclusive jurisdiction/forum for dispute resolution:
United States	Autodesk, Inc., a Delaware corporation	(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	Autodesk, Inc., a Delaware corporation	Hong Kong	Arbitration before three arbitrators in Hong Kong administered by the Hong Kong

Your principal place of business	References to “Autodesk” means the following Autodesk entity:	Governing law is:	Exclusive jurisdiction/forum for dispute resolution:
			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	Autodesk Ireland Operations Limited, an Irish company	Ireland	Courts of Ireland
Asia, Oceania or the Asia-Pacific region, other than Mainland China, Hong Kong and Macau.	Autodesk, Inc., a Delaware corporation	Singapore	Courts of Singapore
Worldwide unless in a country or region described above	Autodesk, Inc., a Delaware corporation	(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

您的主要营业地	“Autodesk”是指下列 Autodesk 实体：	适用法律：	争议解决的专属管辖地/法庭：
美国	Autodesk, Inc.，一家特拉华州公司	(i) 加利福尼亚州法律，和 (ii) 在管辖的范围内，美国联邦法律	(i) 位于旧金山的加利福尼亚北区美国联邦地区法院，或 (ii) 加利福尼亚州马林郡高等法院
中国大陆、香港和澳门	Autodesk, Inc.，一家特拉华州公司	香港	提交香港国际仲裁中心（HKIAC），由三名仲裁员根据仲裁通知提交之时实行的 HKIAC 仲裁规则在香港进行仲裁
欧洲、中东或非洲	Autodesk Ireland Operations Limited，一家爱尔兰公司	爱尔兰	爱尔兰法院
亚洲地区（中国大陆、香港和澳门除外）、大洋洲地区或亚太地区	Autodesk, Inc.，一家特拉华州公司	新加坡	新加坡法院
世界其他地方（上述国家或地区除外）	Autodesk, Inc.，一家特拉华州公司	(i) 加利福尼亚州法律，和 (ii) 在管辖的范围内，美国联邦法律	(i) 位于旧金山的加利福尼亚北区美国联邦地区法院，或 (ii) 加利福尼亚州马林郡高等法院

12.8. Notices.

通知。

Any notice required or permitted by this Agreement shall be in writing and shall be sent prepaid registered or certified mail, return receipt requested, or a courier with confirmation of delivery addressed to the other party at the address shown at the beginning of this agreement or such other address for which such party gives notice hereunder. Such notice shall be deemed to have been given three (3) days after deposit in the mail or upon delivery by courier. Notwithstanding the foregoing, notices required hereunder may be given by Autodesk

by inclusion in a news bulletin posted on the Partner Portal, Autodesk One Team Web internet site (or any successor site), or by email, and shall be deemed given when posted or emailed, as applicable.

本协议规定或批准的任何通知应当以书面方式作出且应当以预付邮资附回执的挂号信或附送达确认的快递，发送至另一方于本协议文首所示地址或发送至该方根据本协议另行通知的其他地址。该等通知应当在以挂号信形式投递或以快递形式交付后三（3）天视为送达。尽管存在上述规定，本协议项下的通知可由 Autodesk 以发布在合作伙伴门户网站、Autodesk 同一团队网站网页（或任何后续网站）的讯息公告之形式发出，或者通过电子邮件发出，且应在公告或者发出电子邮件后（视具体情况而定）视为送达。

12.9. Independent Contractors.

独立缔约方。

The relationship of Autodesk and Company established by this Agreement is that of independent contractors and nothing contained in this Agreement shall be construed to (i) give either party the power to direct and control the day-to-day activities of the other, (ii) constitute the parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking, or (iii) allow Company to create or assume any obligation on behalf of Autodesk for any purpose whatsoever. All financial obligations associated with Company's business are the sole responsibility of Company. All agreements between Company and its customers are Company's exclusive responsibility and shall have no effect on Company's obligations under this Agreement. Company shall be solely responsible for, and shall indemnify and hold Autodesk free and harmless from, any and all claims, damages or lawsuits (including Autodesk's attorneys' fees) arising or alleged to arise out of the acts of Company, its employees or its agents. Company shall retain the right to perform services for others during the term of this Agreement.

Autodesk 该公司在本协议中属于独立缔约方，本协议不得被解释为：（i）授权协议一方指导或控制另一方的日常活动；或者（ii）协议双方构成合伙关系、合资关系、共有关系或联营关系；或者（iii）允许该公司就任何目的代表 Autodesk 创建或承担任何义务。所有与该公司的业务相关的经济责任均由该公司自行承担。该公司负责独立执行与其客户签订的所有协议，且该执行不应影响该公司在本协议项下的责任。该公司应当自行负责且应赔偿并使 Autodesk 免受因该公司、其雇员或其代理人之行为而产生或可能由此产生的任何及全部索赔、损害或诉讼（包括 Autodesk 的律师费）。该公司在本协议有效期内应当保留为他人提供服务的权利。

12.10. Entire Agreement.

完整协议。

This Agreement, the Forms and the Program Guide contain the entire agreement and understanding concerning the subject matter between Company and Autodesk and supersede all prior negotiations, proposed agreements, and all other agreements, whether written or oral,

EXHIBIT A

附件 A

DATA PROTECTION ADDENDUM

数据保护附录

This Data Protection Addendum ("**Addendum**") establishes the Parties' baseline agreement with respect to the processing, transfer and protection of personal data under the Agreement. In the event of any inconsistency between this Addendum and any other provision of the Agreement with respect to matters of Processing (as that term is defined below) only, this Addendum shall control.

"Parties" means Autodesk and Company.

本数据保护附录（“**附录**”）构成双方之间关于处理、传输和保护本协议项下个人数据的基准协议。仅在本附录与本协议有关处理（定义见下文）相关事宜的任何其他规定有不一致之处时，以本附录为准。“双方”指 Autodesk 及该公司。

1. Scope. This Addendum will apply to Personal Data exchanged between the Parties in connection with performance of the Agreement.

范围。 本附录将适用于双方之间就本协议的履行而交换的个人数据。

2. Definitions

定义

2.1. Except as provided below, all defined terms in this Addendum will have the meanings set out in the Terms.

除下文有规定的以外，本附录中定义的所有术语，均具有正文定义部分规定的含义。

2.2. In this Addendum the words and phrases below will have the following meanings given to them unless the context requires otherwise:

在本附录中，除非上下文另有要求，否则以下词语和短语具有以下含义：

“Data Protection Laws” means all privacy and data protection laws, regulations, and decisions applicable to a Party to this Addendum, including, as the case may be, the EU General Data Protection Regulation (**“GDPR”**) and the California Consumer Privacy Act (**“CCPA”**);

“数据保护法”是指本附录签署方适用的所有隐私和数据保护法律、法规和决定，包括《欧盟通用数据保护条例》（**“GDPR”**）和《加利福尼亚州消费者隐私法》（**“CCPA”**）（视具体情况而定）；

“Controller” means the entity that determines the purposes and means of the Processing of Personal Data, including, as applicable, any “business” as that term is defined by CCPA;

“控制者”是指确定个人数据的处理目的和方式的实体，包括《加利福尼亚州消费者隐私法》项下定义的任何“企业”（如适用）；

“Data Subject” means the identified or identifiable person to whom Personal Data relates or, to the extent applicable under Data Protection Laws, the particular household to which Personal

Data relates;

“**数据主体**”是指个人数据相关的已识别或可识别人士，或者在数据保护法的适用范围内，个人数据相关的特定住户；

“**Personal Data**” means any information relating to an identified or identifiable natural person or, to the extent applicable under Data Protection Laws, household; an identifiable person is one who can be identified, directly or indirectly, including by reference to a user identification or unique identifier, such as a name, an identification number, precise geo-location data, an online user identification, or by reference to one or more factors specific to physical, physiological, genetic, mental, economic, cultural or social identity. “Personal Data” does not include aggregated, anonymous, or de-identified data, as such terms are defined by Data Protection Laws;

“**个人数据**”是指与已识别的自然人或可识别的自然人相关联的任何信息，或者在数据保护法的适用范围内，与任何住户相关联的任何信息；可识别人士是指可以直接或间接识别的人，包括通过用户身份标识或唯一标识符（例如姓名、识别号、精确地理位置数据、在线用户身份标识）进行识别，或者通过一个或多个身体、生理、遗传、心理、经济、文化或社会特征项进行识别。“个人数据”不包括数据保护法所定义的聚合数据、匿名数据或去识别化数据；

“**Process**” or “**Processing**” means any operation or set of operations performed on Personal Data, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction;

“**处理**”是指对个人数据进行的任何一个操作或一组操作，无论是否通过自动方式进行，例如收集、记录、整理、结构化、存储、改编或更改、检索、咨询、使用或者通过传输、传播或以其他方式提供而披露、或者对齐或组合、屏蔽、去除或销毁；

“**Governmental Authority**” means any governmental entity with the power to exercise any regulatory, enforcement, investigative, or other supervisory authority over the Processing of Personal Data under Data Protection Laws.

“**政府机构**”是指有权根据数据保护法对个人数据的处理行使任何监管权、执法权、调查权或其他监督权的任何政府实体。

- 3. Roles and Restrictions.** Each Party acts as an independent Controller of Personal Data. The Parties individually determine the purposes and means of their respective Processing. The Parties do not jointly determine the purposes and means of Processing and are thus not joint Controllers in the meaning of Art. 26 of GDPR. Each Party is responsible for processing Personal Data within scope of this Addendum in accordance with Data Protection Laws, including, as the case may be, GDPR and CCPA.

角色和限制。各方均充当个人数据的独立控制者。双方分别确定其各自的数据处理目的和方式。双方并未共同确定处理目的和方式，因此，双方并非《欧盟通用数据保护条例》第 26 条所指的联合控制者。各方有责任根据数据保护法（包括《欧盟通用数据保

护条例》和《加利福尼亚州消费者隐私法》（视具体情况而定））处理本附录范围内的个人数据。

4. Notification Obligations.

通知义务。

- 4.1. The Party that discloses Personal Data (“**Disclosing Party**”) to the other Party (“**Receiving Party**”) represents, warrants, and attests that it has all rights and permissions necessary for Receiving Party to use and disclose Personal Data as permitted by the Agreement. Disclosing Party is responsible for providing Data Subjects with any notices and obtaining any consents as required by Data Protection Laws, including Arts. 13 and 14 of GDPR to the extent applicable. Disclosing Party shall not transfer Personal Data to Receiving Party if such transfer would violate a Data Subject’s rights or would otherwise contravene applicable Data Protection Laws.

向另一方（“**接收方**”）披露个人数据的一方（“**披露方**”）声明、保证并证明，其具有让接收方按照本协议许可的方式使用和披露个人数据所必需的所有权利和许可。披露方负责按照数据保护法（包括《欧盟通用数据保护条例》第 13 和 14 条（在适用范围内））的要求向数据主体发出任何通知，并征得其同意。如果将个人数据传输给接收方会侵犯数据主体的权利或在其他方面违反适用的数据保护法，则披露方不得如此行事。

- 4.2. To the extent Disclosing Party is transferring Personal Data subject to CCPA (“**California Personal Data**”), the Parties agree to the following provisions with respect to such data:

在披露方根据《加利福尼亚州消费者隐私法》传输个人数据（“**加州个人数据**”）的范围内，双方就所述数据约定如下：

- a. For the purposes of this subsection, “**Sale**”, “**Sell**”, and “**Selling**” shall have the same meanings as in CCPA.

本条款中的“**出售**”，应与《加利福尼亚州消费者隐私法》中的“**出售**”具有相同的含义。

- b. Receiving Party shall not Sell California Personal Data received from Disclosing Party unless such Sales are consistent with CCPA and permitted by the Agreement.

接收方不得出售从披露方处接收到的加州个人数据，除非所述出售符合《加利福尼亚州消费者隐私法》，并且本协议允许所述出售。

- c. If Disclosing Party Sells California Personal Data to Receiving Party and Receiving Party further Sells such data, Disclosing Party shall either: (i) represent and warrant that Data Subjects to whom California Personal Data relates were provided explicit notice of Disclosing Party’s data processing and an opportunity to opt out of Sales, or (ii) send to Receiving Party a description of how all notices are provided as required by subsection 4.1, and examples of the ways in which such notices are presented with respect to California Personal Data.

如果披露方向接收方出售加州个人数据，并且接收方进一步出售所述数据，则披露方应该：（i）声明并保证，与加州个人数据相关联的数据主体，已被明确告知披露方的数据处理行为，并且有机会选择不参与出售，或（ii）向接收

方发送关于如何按照第 4.1 条的要求发出所有通知的说明，以及如何就加州个人数据发出所述通知的示例。

- 5. Data Transfers Between Parties.** The Disclosing Party is responsible ensuring that any transfers of Personal Data to Receiving Party is consistent with Data Protection Laws.

双方之间的数据传输。披露方负责确保将个人数据传输到接收方的行为符合数据保护法。

- 6. Security or Processing.** It is the responsibility of each Party to process Personal Data within scope of this Addendum in compliance with Data Protection Laws, including, to the extent applicable, Art. 32, paragraph 1 of GDPR. Each Party will implement appropriate technical and organizational measures to provide an appropriate and reasonable level of data security.

安全或处理。各方都有责任按照数据保护法（（在适用范围内）包括《欧盟通用数据保护条例》第 32 条第 1 款）处理本附录范围内的个人数据。各方将采取适当的技术和组织措施，以确保提供适当且合理水平的数据安全。

- 7. Data Subject Rights.** Each Party is responsible for fulfilling its obligations to respond to requests for exercising Data Subjects' rights regarding the processing of their Personal Data. Data Subjects may exercise their rights against the Controller that is responsible for the Processing that is the subject matter of their respective rights.

数据主体权利。各方都有责任履行其义务，响应数据主体就其个人数据的处理行使权利的请求。数据主体可以针对负责处理其个人数据的控制者行使权利，所述处理是数据主体权利的客体。

- 8. Assistance.** The Parties will assist each other to the extent reasonably appropriate in complying with requests or complaints of Data Subjects or Governmental Authorities regarding compliance with Data Protection Laws, including, as the case may be, GDPR and CCPA. The Parties will notify each other of any Data Subject requests that they carry out in accordance with their respective obligations under Data Protection Laws, including GDPR and CCPA, and in particular, under Arts. 16, 17(1) and 18 of GDPR, to the extent applicable.

协助。双方将在合理且适当的范围内协助彼此，响应数据主体或政府机构根据数据保护法（包括《欧盟通用数据保护条例》和《加利福尼亚州消费者隐私法》（视具体情况而定））提出的请求或投诉。双方将通知彼此其为履行各自在数据保护法（（在适用范围内）包括《欧盟通用数据保护条例》和《加利福尼亚州消费者隐私法》，尤其是《欧盟通用数据保护条例》第 16、17（1）和 18 条）项下的义务而响应的数据主体的任何请求。

- 9. Documentation.** Each Party that Processes Personal Data is responsible for fulfilling the requirements pertaining to Controllers under Data Protection Laws, including, as the case may be, Arts. 24 et seq. of GDPR, concerning that Party's Processing of Personal Data. Each Party is responsible for maintaining a record of processing activities in accordance with Data Protection Laws, such as Art. 30 of GDPR to the extent applicable. Each Party shall maintain a publicly facing privacy notice that describes such Party's Processing in the capacity of a Controller and contains all disclosures required by Data Protection Laws.

文档。处理个人数据的各方都有责任在处理个人数据方面满足数据保护法（包括《欧盟通用数据保护条例》第 24 条及其以下条款（视具体情况而定））对控制者提出的要求。各方都有责任根据数据保护法（比如《欧盟通用数据保护条例》第 30 条（在适用范围内））保留处理活动的记录。各方均应作出面向公众的隐私声明，说明该方以控制者的身份对个人数据所进行的处理，并披露数据保护法要求披露的所有事项。

10. International Transfers.

国际传输。

10.1. To the extent that the Processing involves the transfer of Personal Data originating from a jurisdiction within the European Economic Area ("EEA," which for the purposes of this Addendum includes Switzerland and will continue to include the United Kingdom should the United Kingdom leave the EEA), either directly or via onward transfer, to any country or recipient that has not been recognized by the originating jurisdiction's Governmental Authority as offering an adequate level of protection for Personal Data, Receiving Party agrees:

如果处理涉及将来自欧洲经济区（“EEA”，在本附录中，包括瑞士，并且，如果英国脱离欧洲经济区，则将继续包括英国）内某管辖区的个人数据（直接或通过转送方式），传输到任何来源管辖区政府机构视为并未为个人数据提供充分保护的国家或接收者，则接收方同意：

a. That where Receiving Party maintains active and valid binding corporate rules that have been approved by the originating jurisdiction's Governmental Authority and that apply to its Processing of Personal Data, Receiving Party shall Process the Personal Data from the EEA in compliance with such binding corporate rules; or

如果接收方实行经来源管辖区政府机构批准、并适用于其个人数据处理的、有效且有约束力的公司规章制度，则接收方应按照所述具有约束力的公司规章制度，处理来自欧洲经济区的个人数据；或者

b. That where Receiving Party has provided Disclosing Party with an active and valid certification under the EU-U.S. or Swiss-U.S. Privacy Shield Frameworks, Receiving Party shall Process the Personal Data from the EEA in compliance with such Privacy Shield Framework and the applicable Privacy Shield Principles; or

如果接收方向披露方已提供《欧盟-美国隐私保护框架》或《瑞士-美国隐私保护框架》项下的有效证明，则接收方应按照所述隐私保护框架以及适用的隐私保护原则，处理来自欧洲经济区的个人数据；或者

To comply with the Standard Contractual Clauses set out by the EU Commission Decision of 5 February 2010 (2010/87/EU) or any superseding set of Standard Contractual Clauses that may be subsequently approved by the originating jurisdiction's Governmental Authority ("Model Clauses"), which are hereby incorporated by reference. For the purposes of the Model Clauses, the Disclosing Party that is the Data Controller or is acting on behalf of the Data Controller of the Personal Data shall be the "data exporter" and Receiving Party shall be the "data importer." In the event of inconsistencies between the provisions of the Model Clauses and this Addendum, the Agreement, or other agreements between the Parties regarding Processing of Personal Data from the EEA, the Model Clauses shall take precedence.

遵守欧盟委员会 2010 年 2 月 5 日决定 (2010/87/EU) 所制定的标准合同条款, 或来源
管辖区政府机构随后可能批准的任何取代前述标准合同条款的标准合同条款 (“标准条
款”) (标准条款通过引用方式纳入本附录)。在标准条款中, 作为数据控制者或代表
个人数据控制者行事的披露方应为“数据输出方”, 而接收方应为“数据输入方”。如果标
准条款的规定与本附录、本协议或双方之间关于处理来自欧洲经济区的个人数据的其他
协议不一致的, 则以标准条款为准。

10.2. The Parties shall work together in good faith to enter into all such additional agreements and documents as may be necessary to ensure the lawful Processing and international transfers of Personal Data for the purposes of Data Protection Laws and this Agreement and to ensure the receipt of all necessary approvals for such Processing from appropriate Governmental Authorities as soon as reasonably possible, including in the event that binding corporate rules, the EU-U.S. or Swiss-U.S. Privacy Shield Frameworks, or the Model Clauses are invalidated, amended, replaced, or repealed by any of the originating jurisdiction’s Governmental Authorities or under the originating jurisdiction’s Data Protection Laws.

10.2. 双方应善意合作, 签订所有必要的附加协议和文件, 以确保根据数据保护法和本协议中的规定对个人数据进行合法处理和国际传输, 并确保在合理范围内尽快获得相关政府机构对所述全部处理的必要批准, 包括在具有约束力的公司规章制度、《欧盟-美国隐私保护框架》或《瑞士-美国隐私保护框架》、或标准条款已由任何来源管辖区政府机构或根据来源管辖区数据保护法宣告无效、修订、替换或废止的情况下。

EXHIBIT B

附件 B

SECURITY REQUIREMENTS

安全要求

PRIOR TO EXECUTING THIS AGREEMENT COMPANY SHOULD HAVE READ THIS AGREEMENT AND THE APPENDICES AND SHOULD UNDERSTAND ITS TERMS; SHOULD ANY OF THOSE TERMS BE UNCLEAR TO COMPANY , COMPANY SHOULD SEEK INDEPENDENT LEGAL ADVICE. FURTHER COMPANY SHOULD ENSURE THAT THE INFORMATION IN THE SITE AUTHORIZATION FORM(S) AND APPROVED AUTODESK INSTRUCTOR APPROVAL TO TRAIN AUTODESK PRODUCTS REQUEST FORM(S) ARE COMPLETE AND ACCURATE.

在签署本协议之前, 该公司应已阅读本协议及附件, 且应理解其条款; 如该公司对任何条款有疑问之处, 其应当寻求独立的法律意见。此外, 该公司应当确保授课点授权表以及经批准讲师开展 Autodesk 产品培训申请表中的信息完备准确。

EXHIBIT C

附件 C

SPECIAL TERMS

特别条款

From time to time, Autodesk may elect to deliver certain services or additional benefits to ALP's. Such services and benefits may be delivered directly by Autodesk or indirectly on behalf of Autodesk by a third party. In any case, such additional services must be described in writing and added to this Agreement by way of an amendment signed by both parties to be valid.

Autodesk 可能会不时选择向 Autodesk 学习合作伙伴提供若干服务或其他权益。所述服务和权益可能由 Autodesk 直接提供，也可能由第三方代表 Autodesk 间接提供。在任何情况下，所述附加服务都必须以书面形式加以说明，并通过双方签署的修订文件以补充到本协议中，才能视为有效。