1. Definitions

“Buyer” means Autodesk Development S.a.r.l. located at Puits Godet 6, 2005 Neuchâtel, Switzerland or such other entity as is named in the “TO” section on the face hereof.

“Goods” means items ordered pursuant to this purchase order.

“Materials” means materials or items used in the manufacture or supply of Goods.

“Seller” means the company named in the “TO” section on the face hereof.

“Services” means services provided by Seller pursuant to this purchase order.

2. Applicable Law; Forum

Applicable Law: Unless otherwise agreed in writing, all Goods sold hereunder shall be subject to the laws of Switzerland. All claims, suits, actions or proceedings arising out of or relating to this order or the subject matter hereof shall be governed by the laws of Switzerland, without giving effect to any choice of law principles that would result in the application of the substantive laws of any other jurisdiction.

Forum: All disputes hereunder shall be submitted to the courts of the Canton of Neuchâtel, Switzerland, which shall have exclusive jurisdiction.

3. Compliance with Law

Seller agrees that at all times it will comply with all applicable laws, orders and regulations, and subject to examination by Buyer or its authorized representatives to verify conformance to such applicable specifications and drawings, however, a certificate of conformance must accompany individual shipments when so required.

4. Release of Information

Neither party hereto shall, without the prior written consent of the other party (which shall not be unreasonably withheld) publicly announce or otherwise disclose the existence of the terms of this Agreement or any publicity regarding this Agreement. This provision shall survive the expiration, termination or cancellation of this Agreement. Any and all confidential information which may disclose to Buyer shall not be deemed to be confidential or proprietary information and shall be acquired by Buyer free from any restrictions as to use or disclosure thereof.

5. Indemnity

In the event Seller, its officers, employees and agents or any of them entertain, leased, occupied by or under the control of Autodesk, Inc., or any other subsidiary or affiliate of Autodesk, Inc. or its employees, officers, directors, employees or agents make any claim or proceeding or suffer any damage or liability, whether to Seller or to any third party, based on or resulting from an incident occurring in whole or in part by or in connection with Seller’s delivery or installation of this order occasioned in whole or in part by an act or omission of Seller, its employees, officers, directors, or any of their respective agents, and the entire General Conditions of Purchase, including the General Conditions of Purchase, shall apply in whole or in part to such acts or omissions and shall be deemed to apply in all manner of law as a basis for the indemnification or the exclusions and limitations of liability contained therein. All indemnities provided for under this Agreement shall be interpreted and enforced as broadly as possible to permit the fullest extent of indemnification and shall not be construed or narrowed in any way by reference to a specific indemnity provision.

6. Waiver

Any failure of Buyer to enforce at any time or for any period of time any provision of the provisions of this purchase order shall not constitute a waiver of such provisions nor of Buyer’s right to enforce each and every provision.

7. Acceptance and Warranty

Final acceptance of Goods or Services by Buyer shall not occur until delivered in good condition and they are the property of Buyer unless otherwise specified, and such items shall be returned in good condition when the work on this order has been completed or terminated, or at any other time as requested by Buyer.

8. Patents and Copyrights

Buyer learns or receives from Buyer, except that which Buyer can establish: (a) was on the date hereof generally known or available; (b) became generally known or available through no fault of the Seller; (c) was acquired by or merged with any other entity; (d) was developed after the date hereof by Seller non-interfering use of the terms of direct sales to such government is authorized if written notice is provided to Buyer prior to such use. If material, equipment, special drawings, dies, patterns or other items are furnished by Buyer for performance of this purchase order, Buyer shall be entitled to immediate possession of any and all copies thereof shall be returned to Buyer promptly after completion of Seller’s performance hereunder or termination or expiration of this Agreement. Buyer shall use information only to the extent necessary for Seller to perform obligations hereunder. Buyer shall not disclose information to any third party except employees of Buyer with a legitimate need to know such information to permit Seller to perform its obligations hereunder. The provisions of this paragraph shall survive termination, cancellation or expiration of this Agreement.

9. Severability

If any provision of these Terms and Conditions of Purchase is found to be invalid or otherwise unenforceable, the further provisions hereof shall remain in full force and effect which approximate, as closely as possible, the effect of the provision found invalid or unenforceable, without being invalid or unenforceable.