

Enrollment Form: Autodesk Educational Products

Fax completed to
866-929-5824

<h1 style="margin: 0;">Autodesk</h1>					
Customer Name:				Date	
Address: City, State, Zip: Country:			Phone: Fax Contact Name: Email:		
Contract Manager (required for Subscription) Name: Email:			Software Coordinator (required for Subscription) Name: E_mail:		
Existing Licenses Serial Numbers: Existing Contract Number and Group Name: (if purchasing additional Subscriptions):					
Details					
Item	Product SKU	Description	Qty		
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
<p>Autodesk Terms & Conditions: This Enrollment form is valid under the terms of the attached Autodesk Educational Products Terms and Conditions and the Educational products Exhibit attached hereto. Any terms and conditions attached hereto or are in addition to the Autodesk Educational Products Terms and Conditions and Exhibit shall not be binding on Autodesk.</p>					
<p>Comments: If you have any questions regarding this Enrollment Form please contact your Autodesk sales representative.</p>					

Autodesk, Inc. 111 McInnis Parkway, San Rafael, CA 94903

Autodesk Educational Products Terms and Conditions

These Terms and Conditions issued by the Autodesk entity specifically identified below ("Autodesk"), are signed by the authorized representative of the entity whose information is set forth below ("Customer"), and together with the Autodesk Software License Agreement that accompanies the software license(s) ("Software"), the Subscription terms and conditions (if applicable), and Exhibit A hereto, form a binding agreement between Autodesk and Customer ("Agreement"). This Agreement is effective as of the date of purchase of the applicable Autodesk Software and Subscription by Customer from an Autodesk Authorized Reseller ("Purchase Date").

1. Purchase from Autodesk Authorized Reseller. The prices and other commercial terms of purchase for the Software (and Subscription, if applicable), shall be determined and agreed independently by Customer and Autodesk Authorized Resellers.

4. Software License Agreement. Customer agrees to use each software license purchased pursuant to the terms and conditions of the standard Autodesk Software License Agreement that accompanies the Software.

5. Subscription. If Customer has purchased subscription services ("Subscription"), then the terms and conditions available at the website located at www.autodesk.com/terms or any successor or other website or location as may be designated by Autodesk for this support and maintenance program shall apply.

6. Limitation of Liability. THE MAXIMUM CUMULATIVE AND AGGREGATE LIABILITY OF AUTODESK AND ITS AFFILIATES, SUBSIDIARIES AND RELATED COMPANIES, AND THEIR EMPLOYEES, OFFICERS, AND DIRECTORS, FOR ALL COSTS, LOSSES OR DAMAGES FROM CLAIMS ARISING UNDER OR RELATED IN ANY WAY TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, IS LIMITED TO CUSTOMER'S DIRECT DAMAGES ONLY AND SHALL NOT EXCEED A MAXIMUM OF ONE HUNDRED THOUSAND DOLLARS (\$100,000.00). FURTHER, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES OR FOR LOSS OF PROFITS, REVENUES, CONTRACTS, CUSTOMERS, LOSS OF USE, LOSS OF DATA, BUSINESS INTERRUPTION, COST OF REPLACEMENT GOODS OR SERVICES, OR FAILURE TO REALIZE EXPECTED COST SAVINGS EVEN IF ADVISED OF THE POSSIBILITY OF SAME OR SAME WERE REASONABLY FORESEEABLE. CUSTOMER ACKNOWLEDGES THAT THE FEES FAIRLY REFLECT THIS ALLOCATION OF RISK. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

7. Export Controls. In conformity with laws and regulations of the United States and other countries relating to international trade, Customer and its employees, agents and third parties shall not disclose, export or re-export, directly or indirectly, any product, documentation or technical data (or direct products thereof) provided under this Agreement to any country, entity or other party which is ineligible to receive such items under U.S. laws and regulations as modified from time to time by the U.S. Department of Commerce or the U.S. Department of the Treasury or under other laws or regulations to which Customer may be subject. Customer shall be solely responsible for (i) complying with those laws and regulations and (ii) monitoring any modifications to them.

8. Waiver. Failure by Autodesk to enforce any of these terms and conditions will not affect Autodesk's right to enforce any other of these terms and conditions or to enforce any of these terms and conditions in the future.

9. Force Majeure. The parties shall not be responsible for any failure to perform or for any delay in performance of its obligations, except the obligation of payment, under this Agreement where the failure or delay is due to acts of God, war, terrorism or terrorist acts, civil unrest, strikes, lockouts or other labor disturbances or any other circumstances beyond the reasonable control of the other party.

10. Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof except as specifically set forth in this Agreement. This Agreement may only be amended in a writing signed by authorized representatives of both Customer and Autodesk. Customer further acknowledges that no additional or different terms or conditions submitted with the Enrollment Form, including any pre-printed terms, shall be binding on Autodesk unless specifically agreed to in writing by Autodesk.

11. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California, without regard to choice of laws principles. Any litigation between the parties shall be commenced and maintained

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exclusively in the United States District Court for the Northern District of California in San Francisco or the courts of Marin County, California. The parties expressly submit themselves to the exclusive jurisdiction of such courts. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. If for any reason a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect.

THERE ARE SIGNIFICANT ADDITIONAL TERMS AND CONDITIONS, WARRANTY DISCLAIMERS AND LIABILITY LIMITATIONS CONTAINED IN THE AUTODESK SOFTWARE LICENSE AGREEMENT AND, IF APPLICABLE, THE SUBSCRIPTION TERMS AND CONDITIONS, WHICH ARE INCORPORATED HEREIN BY REFERENCE. YOUR SIGNATURE BELOW INDICATES THAT YOU UNDERSTAND ALL OF THE TERMS OF THIS AGREEMENT AND AGREE TO BE BOUND BY ITS PROVISIONS.

CUSTOMER: _____

Address: _____

**Autodesk, Inc.
111 McInnis Parkway
San Rafael, CA 94903**

Signed: _____

Name: _____

Title: _____

Enrollment Submission Date: _____

Supplying Autodesk Authorized Reseller: _____

Exhibit A

Autodesk Design Academy (“ADA”) Addendum

1. Annual Term License

If Institutions purchased ADA Term Licenses, it may install and use the licensed Software for a period of 365 consecutive days from the date of purchase (the “Annual Term”), at **one (1)** Institution Site on the appropriate number of the Institution’s individual (standalone) or network computers for which it has paid the appropriate licensing fees. At the expiration of the Annual Term, Institution may purchase another Annual Term license (if available) or it shall delete the Software from the Institution’s computers. The ADA Annual Term License is subject to minimum purchase requirements.

2. Perpetual License

If Institution purchased ADA Perpetual Term Licenses, it may install and use the licenses Software in perpetuity at **one (1)** Institution Site on the appropriate number of the Institution’s individual (standalone) or network computers for which it has paid the appropriate licensing fees. Institutions may purchase yearly upgrades to any future Autodesk Education Suites releases by purchasing Autodesk Subscription. The ADA Perpetual License is subject to minimum purchase requirements.

3. Upgrades from Annual Term License to Perpetual Licenses

Institutions may upgrade Annual Term Licenses to ADA Perpetual Term Licenses by paying the applicable fees, subject to a minimum purchase requirements.

4. Licensing Definitions and Rules

- a. **“Institution Site”** means Institution’s Main Site and, if applicable, Remote or Satellite sites, specified below.
- b. **“Main Site”** means the computer labs, classrooms, or offices located on Institution’s primary campus and does not include (i) any computer labs, classrooms, or offices located on any of Institution’s Remote or Satellite sites, (ii) Institution-owned computers that Institution has leased or provided to Students outside of the computer labs, classrooms, or offices located on Institution’s primary campus, or (ii) Student personal computers. Institution may designate only one Main Site.
- c. **“Remote” or “Satellite”** site means the computer labs, classrooms, or offices located on a campus of Institution other than the primary/main campus. A Remote or Satellite site (i) may have a separate physical address, location but must have the same financial management as the Main Site; (ii) must located within the same geographical state or province as the Main Site; and (iii) must be of the same brand with the same primary curriculum focus as the main campus (i.e., if the main campus is a technology school, the remote or satellite site must also be a technology school and not a business school). A remote or Satellite site does not include any Institution-owned computers that Institution has leased or provided to Students outside of the computer labs, classrooms, or offices located on Institution’s remote or satellite campus, or Student or Faculty personal computers.
- d. Designation of Institution’s Main and Remote or Satellite site are subject to approval by Autodesk.
- e. Institution may permit Students or Faculty to use the Software; including allowing the access and use of the Software on Student and Faculty owned personal computers. “Students” means those who are currently enrolled in at the Institution. “Faculty” means those who are current employed personnel of the Institution. The access and use the Software on personal computers must be

- managed through Institution's secure computer network using Autodesk's license management system and only up to the permitted number of computers. Institution is responsible for such Students' and Faculty's compliance with the terms and conditions of the end user license agreement that governs the use of the Software. If a Student or Faculty member is no longer enrolled or employed at the Institution, they may no longer use or have access to the Software.
- f. Notwithstanding the Educational Version terms of use set forth in the End User License Agreement and applicable to the Software, the Institution may use the Software seat licenses purchased hereunder for facilities management purposes as follows:
 - i. The Software may be used by Institution personnel solely for the management and maintenance of Institution's owned, leased or controlled buildings and facilities.
 - ii. The Software may be used by the Institution's facilities management department and internal architects in connection with internal design efforts for buildings and facilities owned, leased or controlled by Institution.
 - iii. The Software may not be provided to companies, individuals or entities outside of Institution, provided, however, that Institution may permit third-party consultants to use the Software for Institution's facilities management purposes as long as the Software is used on site at the Institution on Institution-owned, leased or controlled computers and Institution is responsible for consultants' compliance with this Agreement in such use.
 - iv. The Software may only be used on Institution's owned, leased or controlled premises and owned, leased or controlled computers and may not be leased, loaned or otherwise provided or used by third parties other than as set forth in this policy.
 - v. Institution's license to use the Software shall terminate if Institution violates any of these limitations or restrictions. Any usage of the Software outside the scope of the applicable license grant constitutes an infringement of Autodesk's intellectual property rights.
 - g. The number of concurrent users of ADA Software shall not exceed the total number of licenses set forth in the Enrollment Form. For avoidance of doubt, the total number of concurrent users/licenses applies to the complete ADA Software solution rather than each individual software title in the ADA Software solution.
 - h. In the event of a conflict between this Exhibit A and the Autodesk Software License Agreement accompanying the Software or the Subscription terms and conditions applicable to the Software, the terms of this Exhibit A shall govern.