

## **Autodesk Authorized Training Center Agreement**

This Autodesk Authorized Training Center Agreement (“Agreement”) is made between the Autodesk entity which has signed the Agreement (“Autodesk”) and «Org\_Name» a company with offices located at «Add1» «Add2» «Add3» «City» «Region» «PostCode» «Country» (“ATC”), and is effective as of «Ag\_Effective\_Date» (“Effective Date”).

All sites listed below are bound by the terms and conditions of this agreement

**(SITE INFORMATION TO BE INSERTED HERE)**

### **1. Definitions**

1.1 “ATC” shall mean an entity which has been authorized by Autodesk as an Autodesk Authorized Training Center.

1.2 “Autodesk Software Product(s)” shall mean the then-current product offerings of Autodesk and its subsidiaries and affiliates, for which ATC meets the Autodesk Authorized Training Center authorization requirements published by Autodesk from time to time.

1.3 “Approved Courseware” shall mean any educational and training materials which have been approved by Autodesk or, in the case of courses delivered electronically, delivery methods and tools, and course structure which have been approved by Autodesk, for instruction on the use of one or more Autodesk Software Products.

1.4 “Approved Instructor(s)” shall mean persons authorized by Autodesk to provide instruction on the use of or, in the case of courses delivered electronically, persons authorized by Autodesk to serve as an instructor/facilitator to answer student questions regarding, one or more Autodesk Software Products.

1.5 “End User(s)” shall mean existing or potential customers and authorized resellers of Autodesk Software Products.

1.6 “Materials” shall mean all Autodesk Software Products, and media, documentation, and other materials included in or with the Autodesk Software Products, Autodesk Confidential Information, data, photographs, samples, literature and sales aids, and any other property of Autodesk and its subsidiaries and affiliates that Autodesk has provided to Training Center in any form or format.

1.7 “Marketing Materials” shall mean the marketing collateral and other advertising materials that Autodesk may supply ATC from time to time during the term.

1.8 “Site” shall mean each physical location identified by ATC in its approved ATC Site Enrollment Form(s) and attachments thereto where ATC is authorized to offer training service to End Users as an ATC. In the case of courses delivered electronically, ATC shall associate a physical location with such courses for administrative and reporting purposes.

### **2. Appointment and Minimum Requirements**

2.1 Preliminary Application. ATC has completed and submitted to Autodesk the ATC Site Enrollment Form(s) confirming compliance with the ATC Program Guide requirements and the additional requirements appearing in the ATC Program Guide Supplement(s) selected by ATC in its ATC Site Enrollment Form(s), along with supporting documents, all upon which Autodesk has based its decision to enter into this Agreement. A copy of the approved ATC Site Enrollment Form(s) as completed by ATC is attached hereto as Exhibit A. Furthermore, the approved ATC Site Enrollment

Form(s) as completed by ATC, The ATC Program Guide and the ATC Program Guide Supplement(s) selected by ATC in its ATC Site Enrollment Form(s), are incorporated hereto by reference.

2.2 Appointment. Autodesk hereby appoints ATC as an Autodesk Authorized Training Center and authorizes ATC to offer training to End Users as an ATC subject to all of the terms and conditions set forth in this Agreement. As an Autodesk Authorized Training Center, ATC shall operate as part of an Autodesk Authorized Training Center network which offers and maintains quality training courses throughout the Territory using Autodesk Software Products as the primary training tools in the designated facility(ies) indicated in the ATC Site Enrollment Form(s) approved by Autodesk. Training Center may offer only such authorized courses for which it has met and continues to maintain throughout the term of this Agreement the requirements identified in the ATC Program Guide and the applicable ATC Program Guide Supplement(s), established and modified by Autodesk from time to time, and the body of this Agreement.

2.3 Minimum Site Requirements. ATC shall, at a minimum, maintain and operate each Site in accordance with the site requirements set forth in the ATC Program Guide and the ATC Program Guide Supplement(s) selected by ATC in its approved ATC Site Enrollment Form(s) (the "Site Requirement(s)"). In the case of courses delivered electronically, Site Requirements may include requirements regarding the tools and systems used by ATC to deliver such courses, as provided in the ATC Program Guide and ATC Program Guide Supplements. ATC understands that Autodesk has based its approval and authorization of ATC as an Autodesk Authorized Training Center upon the description of ATC's Training room(s) and operations, and other representations, set forth in the ATC Site Enrollment Form (s). ATC represents and warrants that each Site currently complies with the Site Requirements, and further agrees that it shall, for the term of this Agreement, ensure that each Site continues to comply with the then-current Site Requirements as published by Autodesk from time to time, provided that ATC shall have a period of six (6) months from the date of publication of new Site Requirements to bring each Site into compliance with such new Site Requirements.

2.4 Minimum Course Requirements. ATC shall, at a minimum, maintain a course schedule and curriculum, and in the case of electronically delivered courses, any requirements applicable thereto, in accordance with the guidelines set forth in the ATC Program Guide and the ATC Program Guide Supplement(s) selected by ATC in its approved ATC Site Enrollment Form(s) ("Course Requirement(s)"). ATC represents and warrants that each Site currently complies with the Course Requirements and further agrees that it shall, for the term of this Agreement, ensure that each Site continues to comply with the then-current Course Requirements as published by Autodesk from time to time, provided that ATC shall have a period of six (6) months from the date of publication of new Course Requirements to comply with such new Course Requirements. Autodesk shall keep ATC informed of the availability of Approved Courseware, if any.

2.5 Minimum Instructor Requirements. Each Approved Instructor employed or retained by ATC to provide instruction or serve as a facilitator under this Agreement shall, at a minimum, meet the requirements set forth in the ATC Program Guide and the ATC Program Guide Supplement(s) selected by ATC in its approved ATC Site Enrollment Form(s) ("Instructor Requirement(s)"). ATC represents and warrants that each Approved Instructor currently complies with the Instructor Requirements and further agrees that it shall, for the term of this Agreement, ensure that each Approved Instructor continues to comply with the then-current Instructor Requirements as published by Autodesk from time to time, provided that ATC shall have a period of six (6) months from the date of publication of new Instructor Requirements to comply with such new Instructor Requirements.

2.6 Minimum Performance Requirements. ATC shall, at a minimum, perform at each Site in accordance with minimum performance requirements set forth in the ATC Program Guide and the ATC Program Guide Supplement(s) selected by ATC in its approved ATC Site Enrollment Form(s) ("Performance Requirements"). ATC represents and warrants that each Site currently complies with the requirements set forth in the Performance Requirements and further agrees that it shall, for the term of this Agreement, ensure that each Site continues to comply with the then-current Performance

Requirements as published by Autodesk from time to time, provided that ATC shall have a period of six (6) months from the date of publication of new Performance Requirements to comply with such new Performance Requirements.

2.7 Business & Marketing Plans. ATC shall use its best efforts, in Autodesk's judgment, to implement the ATC Business Plan submitted with the ATC Site Enrollment Form. During the term of this Agreement, ATC shall produce and make available to prospective customers detailed and accurate promotional materials describing the courses, including but not limited to information regarding the mode of delivery and learning goals for courses delivered electronically, for each ATC Program Guide Supplement(s) selected by ATC in its approved ATC Site Enrollment Form(s).

2.8 Other Policies and Procedures

a) ATC's management has received and shall read the ATC Program Guide and applicable ATC Program Guide Supplements, and shall require that all ATC staff members read and adhere to the rules and regulations set forth therein (and any published changes in accordance with this Agreement). Autodesk reserves the right to make changes in the ATC Program Guide and ATC Program Guide Supplements as it deems necessary for the efficient management and operation of the Autodesk Authorized Training Center program.

b) New policies and procedures will be periodically announced in an ATC News Bulletin. ATC's management shall read the ATC News Bulletin and shall require that all ATC staff members read the ATC News Bulletin for new policies, procedures or changes to be adhered to per the terms of this Agreement.

c) ATC shall report any changes in the information set forth in its preliminary application identified in Section 2.1 above by promptly submitting notice to Autodesk, or to its distributor, as applicable, identifying all changes. Any changes in ATC's physical site, the hardware or software, the personnel, the courses, ATC's business promotion practices and marketing plan shall be cause, in Autodesk's reasonable discretion, for the termination of this Agreement.

### **3. Autodesk Services and Benefits.**

Autodesk shall provide ATC with support and services as follows:

a) At such times as Autodesk determines, Autodesk or its distributor, as applicable, will make available News Bulletins and other official communications regarding the latest products and services from Autodesk that may affect the Autodesk Authorized Training Center network.

b) As Autodesk determines, Autodesk or its distributor, as applicable, shall support in directing resellers, corporations, schools, End Users, and potential End Users to ATC via brochures, newsletters or other promotional activities.

c) The opportunity to participate in any regional ATC marketing programs established by Autodesk or its affiliates or its distributors, as applicable.

### **4. Licensing of Autodesk Software Products**

4.1 Autodesk Software Product License Options

a) Upon submission of ATC Site Enrollment Form(s), ATC, at its exclusive option and discretion, may elect to either (i) purchase a license from a distributor or directly from Autodesk, where available), for the Autodesk Software Products, and related services and materials, including, but not limited to Subscription, utilities and tools, made available to ATCs by Autodesk solely for use in courses being offered by ATC, or (ii) purchase Autodesk Software Products from authorized resellers

in accordance with Section 4.1(c) below. In the event ATC elects to fulfill its product needs directly from Autodesk, or through a distributor, through option (i) above, ATC shall be invoiced the annual license fees set forth in the ATC Program Guide, which may be modified from time to time by Autodesk, or its distributors, without prior notice to ATC. Upon payment of the applicable license fee, Autodesk shall deliver, or otherwise make available, a “not for resale” copy of each Autodesk Software Product made available to ATCs, and all new Autodesk Software Products and updates which Autodesk deems appropriate (in its sole discretion) for the ATC. Such products are for training use only and may be upgraded by Autodesk periodically as products are released. For the avoidance of doubt, Section 4.1(b) below shall not apply to ATCs exercising option (ii) above.

b) ATC shall accept and be bound by the terms and conditions of the software license agreement or other governing agreement accompanying each Autodesk Software Product or associated Subscription, tool, utility or service. Notwithstanding the foregoing, ATC is authorized to (i) make and install not more than one copy each for the maximum number of students and instructors attending a Site’s ATC class concerning that product at one time (“Instructional Copies”); and (ii) allow Approved Instructors to make one additional copy for use on a second computer for the sole purpose of evaluating the software for ATC, developing ATC courses, and self instruction on the use of the software. Instructional Copies cannot exceed the number of licenses purchased by ATC from Autodesk or distributor, as applicable, and identified in the ATC Site Enrollment Form(s) for each Site at any time other than during the course of an ATC class. Instructional Copies are limited for use (a) only on computers owned or under the control of ATC and located at a Site; (b) solely to facilitate instruction of End Users; and (c) subject to ATC’s compliance with the terms of the license agreement accompanying such Autodesk Software Products. ATC may not copy or use Autodesk Software Products for which it has not been authorized to provide training services. Any transfer or other use of the Instructional Copies (including, but not limited to, development of products or services which compete with products or services offered by Autodesk), is expressly prohibited and shall be grounds for immediate termination of this Agreement and any other remedial action Autodesk deems appropriate. ATC will promptly remove and destroy all Instructional Copies no longer being used for instructional purposes by ATC. ATC shall promptly advise Autodesk of any use of Instructional Copies which are not consistent with the terms of this Agreement and shall provide Autodesk written certification by an officer of the company that such copies have been destroyed. Finally, ATC also shall comply with any additional license terms and conditions that may be provided by Autodesk with respect to any Autodesk Software Products designated as evaluation, beta or pre-release versions.

c) If ATC does not elect to license the Autodesk Software Products as described above, ATC shall purchase from an Autodesk authorized reseller commercial licenses for Autodesk Software Products for use in courses being offered by ATC, for each of the computers authorized by Autodesk and identified in the Site Requirements. ATC shall purchase updated versions of the Autodesk Software Product for all authorized computers within 30 days of the release of the new version. ATC shall provide Autodesk with proof of such license purchases immediately upon request and comply with the license terms and conditions accompanying the subject Autodesk Software Products.

4.2 Updates. Autodesk, in its sole discretion, may elect to provide ATC with updated versions of one or more of the Autodesk Software Products ordered by ATC. Use of such update shall be governed by the terms and conditions set forth herein.

4.3 Registration. ATC shall comply with the then-current Autodesk policies and procedures concerning software registration.

4.4 Payment.

a) If ATC purchases directly from Autodesk Inc. (in the Americas) or Autodesk Development S.A.R.L. (in EMEA), ATC shall pay to Autodesk all applicable license fees, and other fees identified in the ATC Program Guide and the applicable ATC Program Guide Supplements (including, but not limited to, fees for any training materials and associated products purchased from time to time by ATC

from Autodesk, via the Autodesk online store where available, or otherwise, or application processing fees) within thirty (30) days of receipt of an Autodesk invoice. Any Autodesk software products to be made available by Autodesk hereunder shall, at Autodesk's sole discretion, be made available to ATC via electronic software download, or delivered by Autodesk to ATC. All deliveries hereunder, if any, shall be shipped CPT (Incoterms 2000) to a destination in designated by ATC in its order, or such other destination as may be agreed with Autodesk in writing. Where applicable, all freight, insurance and other shipping expenses, as well as any special packing expenses, shall be paid by ATC. Where applicable, risk of loss will pass to ATC upon delivery to the carrier. Autodesk reserves the right to charge ATC reasonable fees for any such shipment referred to above, and to change any of said Incoterms at any time on 30 days notice in writing to ATC. Autodesk reserves the right at any time to revise the fees upon thirty (30) days advance written notice to ATC.

b) If ATC purchases directly from Autodesk Asia PTE, LTD (in APAC), ATC shall pay to Autodesk all applicable fees as specified in Sections B and C of Exhibit B to this Agreement.

c) If ATC purchases from a distributor, pricing and payment terms shall be solely determined by ATC's purchase agreement with such distributor, provided, however, the ATC Program Guide may provide instructions for downloading Autodesk Software Products purchased through a distributor in this manner.

## **5. Audit Rights.**

5.1 Auditing. Autodesk, in its sole discretion may conduct an audit of the financial and other records, or may have its distributor conduct such audit on its behalf, which may include, but is not limited to, training records of customers who have taken courses delivered electronically to confirm completion of courses, and other requirements applicable to ATC for the purpose of ensuring ATC's compliance with the terms and conditions of this Agreement. Such audit shall be conducted at one or more ATC Site(s) during normal business hours upon reasonable notice to ATC. In addition to the audit rights set forth above, Autodesk, in its sole and absolute discretion, may conduct an audit of the ATC's use of the Marketing Materials as necessary to ensure that ATC is complying with the requirements of Section 8.8, below.

## **6. Confidentiality**

6.1 Confidential Information. As used in this Agreement, Confidential Information shall mean any information (a) designated as confidential orally or in writing by either party hereto, (b) related to any Autodesk Software Product, (c) related to Autodesk's business, or (d) other information received by ATC by virtue of its relationship with Autodesk, whether received directly from Autodesk or indirectly from a distributor, including, but not limited to, product plans, product designs, product costs, product prices, product names, finances, marketing plans, business opportunities, personnel, research, development, or know-how.

6.2 Limitations on Disclosure and Use of Confidential Information. Each party shall exercise reasonable care to 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. Confidential Information disclosed under this Agreement shall only be used by the receiving party in the furtherance of this Agreement or the performance of its obligations hereunder.

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

## **7. Term, Renewal, Termination, and Other Remedies**

7.1 **Term and Renewal.** The term of this Agreement shall begin on the Effective Date and shall expire on January 31, of the following calendar year. The Agreement will be automatically renewed for successive 12 month periods thereafter unless terminated by either party in accordance with the provisions of this Section 7.1. Either party may elect to terminate (and not renew) this Agreement by providing at least sixty (60) days advance written notice of its intention to terminate (and not renew) this Agreement, such notice to expire at the end of the then current 12 month period.

7.2 **Termination for Insolvency.** Autodesk may terminate this Agreement if ATC 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 ATC either voluntarily files for protection against its creditors under any relevant law or is the subject of an involuntary petition in bankruptcy, ATC 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.

7.3 **Termination for Breach.** Either party may terminate this Agreement if the other party breaches any material term or material 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, for ATCs located in APAC, any failure by ATC to have purchased a valid and current license to each of the Autodesk Software Products for which it offers training as of the first day of a new program year (i.e., February 1), whether such license is purchased from Autodesk or a distributor, will result in the immediate termination of this Agreement, even if such ATC has signed and returned the Agreement to Autodesk.

7.4 **Termination for Convenience.** Autodesk may terminate this Agreement for convenience upon sixty (60) days' written notice to ATC.

7.5 **Termination of Reseller Agreement.** If ATC has executed an agreement appointing ATC as an Autodesk Authorized Dealer or any other Autodesk reseller agreement directly or with an Autodesk affiliate ("Dealer Agreement") and such Dealer Agreement, or portion thereof, is terminated, this ATC Agreement shall terminate on the effective date of such termination or expiration unless otherwise agreed to in writing by Autodesk.

7.6 **Effect of Termination.**

a) **Monies Due and Payable.** Notwithstanding any credit terms previously established with ATC or any other provision of this Agreement, upon notice of a material breach pursuant to this Agreement or notice of termination, all monies owed by ATC to Autodesk shall become due and ATC shall remit to Autodesk, directly or via its distributor, such monies owed no later than ten (10) days after receipt of notice.

b) **Return of Materials.** Within thirty (30) days after the termination of this Agreement with or without cause, ATC shall uninstall, cease using and destroy all Autodesk Software Products (other than commercial copies purchased from authorized resellers), Autodesk Confidential Information, data, photographs, samples, literature and sales aids, Materials, Marketing Materials and any other property of Autodesk then in ATC's possession related to this Agreement, and upon request from Autodesk, provide evidence of such removal and destruction.

7.7 Other Remedies. In addition to the right to terminate this Agreement, Autodesk reserves all rights and remedies available to Autodesk under law or equity, including the right to seek damages and injunctive relief for breach or threatened breach of this Agreement by ATC.

7.8 Attorneys' Fees. In any action brought to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to recover reasonable costs and attorneys' fees incurred in maintaining such action.

7.9 Surviving Provisions. The terms and conditions which by their nature should survive, shall survive and continue after termination of the Agreement.

## **8. Miscellaneous Provisions**

8.1 Compliance with Laws. ATC shall comply with any and all laws, regulations, or legal requirements of the country wherein the Products are purchased that apply to execution and performance of this Agreement.

8.2 Export Administration Act. ATC agrees and understands that the products, services and any technical data, provided by Autodesk under this Agreement are subject to United States laws and regulations, which may restrict or prohibit re-sales or other transfers to other countries and parties. ATC agrees that no products, services or technical information provided under this Agreement will be exported, transferred, or disclosed contrary to the applicable laws and regulations of the United States, or to any country, entity or other party which is ineligible to receive such items under U.S. laws and regulations, including regulations of the U.S. Department of Commerce or the U.S. Department of the Treasury. ATC agrees and understands it shall be solely responsible for (i) complying with applicable U.S. laws and regulations and (ii) monitoring any modifications to them. Solely for information purposes, and without any obligation on the part of Autodesk to provide additional or updated information, further information about relevant U.S. laws and regulations is typically provided at websites maintained by the U.S. Treasury Department [<http://www.ustreas.gov/ofac/>] and the U.S. Commerce Department [<http://www.bis.doc.gov/>]. ATC shall also be solely responsible for (i) complying with applicable laws and regulations of ATC's country which restrict or prohibit exports and (ii) monitoring any modifications to such laws and regulations. ATC's failure to comply with U.S. foreign trade and export laws and regulations, or those of ATC's country, shall be deemed a material breach of this Agreement. ATC shall notify Autodesk immediately upon learning that it has exported, transferred or disclosed any Autodesk product or service to any country, entity or other party which is ineligible to receive such items under U.S. laws and regulations or those of ATC's country. ATC shall contractually require its customers to comply with U.S. foreign trade and export laws and regulations and those of its customers' country.

8.3 ATC agrees to indemnify Autodesk against any claim demand, action, proceeding, investigation, loss, liability, cost and expense, including attorney's fees, suffered or incurred by Autodesk arising out of or related to any violation (whether intentional or non-intentional) by ATC, its employees, agents, representatives or customers of this Section 8.2.

8.4 Approvals. ATC shall obtain and maintain at its own expense all approvals, consents, permissions, licenses, and other governmental or other third party approvals necessary to enable ATC to provide the services required of ATC hereunder. ATC shall comply with all applicable federal, state, county, and local laws, statutes, ordinances, and regulations which apply to the activities of ATC.

8.5 Taxes. Where ATC purchases directly from Autodesk, ATC 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 ATC, and ATC to End Users and others.

8.6 Title and Proprietary Rights. The Materials remain at all times the property of Autodesk. ATC acknowledges and agrees that Autodesk and/or Autodesk, Inc. hold the copyrights and trademarks to the Autodesk Software Products and, except as expressly provided herein, ATC is not granted any right or license to patents, copyrights, trade secrets or trademarks with respect to the Materials. ATC shall take all reasonable measures to protect Autodesk's and Autodesk, Inc.'s proprietary rights in the Materials and shall not copy, use or distribute the Materials or any derivative thereof in any manner or for any purpose except as expressly authorized in this Agreement. ATC shall not disassemble, decompile, or reverse-engineer any Autodesk Software Product, including the Materials, or otherwise attempt to discover any Autodesk or Autodesk, Inc. trade secret or other proprietary information. ATC shall notify Autodesk promptly in writing upon its discovery of any unauthorized use of the Autodesk Software Products or infringement of Autodesk's or Autodesk, Inc.'s intellectual property rights.

8.7 Trademark Use. During the term of this Agreement, ATC may refer to the names of the Autodesk Software Products for which ATC has been recognized in accordance with the Program Guide. In addition, ATC may refer to itself as an "Autodesk Authorized Training Center" or an "ATC" solely for the purposes of marketing, promoting and delivering training for the Designations for which ATC has been recognized. ATC shall not utilize any other trademark of Autodesk or Autodesk, Inc. without the express written consent of Autodesk. ATC shall not alter or remove any Autodesk or Autodesk, Inc. trademark applied at the factory to the Autodesk Software Products, packages, or other materials contained therein. Nothing herein shall grant to ATC any right, title or interest in Autodesk's or Autodesk, Inc.'s trademarks. At no time during or after the term of this Agreement shall ATC challenge or assist others 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.. ATC shall include the following disclaimer with any description of courses or manuals, or other materials produced or distributed by ATC: "Autodesk is not responsible for the quality of the training offered by «Name of Training Center» or for any actions of «Name of Training Center»." Failure to comply with the foregoing shall constitute a material breach of this Agreement.

8.8 Trademark Approval of Representations; Use of Marketing Materials. All representations of Autodesk's or Autodesk, Inc.'s trademarks that ATC requests permission to use shall first be submitted to Autodesk for approval in writing of design, color and other details. ATC's use of Marketing Materials provided by Autodesk, if any, shall be subject to the following grant and requirements:

Subject to the terms and conditions of this Agreement and any limitations or exclusions on use of the Marketing Materials communicated or provided by Autodesk from time to time (including those posted on Partner Portal or accompanying the Marketing Materials), Autodesk hereby grants ATC a non-exclusive, non-transferable and non-sublicensable right during the Term to reproduce and distribute the Marketing Materials in connection with their appointment to as an ATC as permitted under the ATC Agreement. Pornographic, defamatory or otherwise unlawful use of Marketing Materials is strictly prohibited whether directly or in context or juxtaposition with specific subject matter. Marketing Materials shall not be incorporated into a logo, trademark or service mark by ATC. Marketing Materials shall not be used contrary to any restriction that is provided in writing to ATC. Marketing Materials shall not be used in (i) a manner that would lead a reasonable person to believe that the model within the Marketing Material personally uses or endorses a product or service; or (ii) in a manner that would be considered unflattering or controversial to a reasonable person. With respect to any Marketing Materials delivered or stored in an electronic form ATC must retain the copyright symbol and markings thereon. ATC may not make additional high-resolution copies of the Marketing Materials and ATC will maintain a robust firewall to safeguard against unauthorized third-party access to the Marketing Materials. As between Autodesk and ATC, the Marketing Materials remain at all times the property of Autodesk. Except as expressly provided herein, ATC is not granted any other right or license to patents, copyrights, trade secrets, trademarks or other intellectual property right with respect to the Marketing Materials. ATC 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.



ATC shall notify Autodesk promptly in writing upon its discovery of any unauthorized use of the Marketing Materials.

8.9 No Warranties. ATC shall not make any warranty or representation actually, apparently or ostensibly on behalf of Autodesk. FURTHER, AUTODESK AND ITS LICENSORS DISCLAIM ALL WARRANTIES WITH RESPECT TO THE MARKETING MATERIALS PROVIDED HEREUNDER, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8.10 Indemnity by ATC. ATC shall indemnify and hold Autodesk harmless from any cost, loss, liability, or expense, including court costs and reasonable fees for attorneys or other professionals, arising out of or resulting from any claim or demand brought against Autodesk or its directors, employees, or agents by a third party arising from or in connection with (a) any breach by ATC of the terms of this Agreement, (b) the development, marketing, distribution or promotion of ATC's products or services, (c) any negligent or willful act or omission by ATC, or ATC's employees including, but not limited to, any act or omission that contributes to (i) any bodily injury, sickness, disease, or death; (ii) any injury or destruction to tangible property or loss of use resulting therefrom; or (iii) any violation of any statute, ordinance or regulation.

8.11 Limitation of Liability. AUTODESK'S LIABILITY ARISING OUT OF THIS AGREEMENT SHALL NOT EXCEED THE FEES RECEIVED BY AUTODESK HEREUNDER, WHETHER DIRECTLY OR INDIRECTLY THROUGH ONE OR MORE DISTRIBUTORS. 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. AUTODESK DOES NOT EXCLUDE LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM ITS NEGLIGENCE.

8.12 Assignment. ATC acknowledges that Autodesk is relying upon ATC's reputation, business standing, and goodwill under ATC's present ownership in entering into this Agreement. Accordingly, ATC 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. ATC shall notify Autodesk promptly in writing of any change of ownership of ATC or of any sale of all or substantially all of ATC's assets. ATC acknowledges that any change of ownership, sale of all or substantially all of ATC's assets, or attempted assignment by ATC 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 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 8.9, 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.

8.13 CHOICE OF LAW/VENUE. If Autodesk S.a.r.l. is the Autodesk signatory of this Agreement, this Agreement shall be construed in accordance with the laws of Switzerland (excluding rules regarding conflicts of law). Any controversy or claim arising out of or relating to this Agreement or the breach thereof shall be settled by arbitration in Geneva, Switzerland in accordance with the then current Rules of the International Chamber of Commerce and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Arbitrations hereunder shall be

conducted in English. Notwithstanding the foregoing, all controversy or claim arising out of or relating to Autodesk's intellectual property rights may be submitted by Autodesk to the exclusive jurisdiction of the courts of the Canton of Geneva, in Switzerland, without resorting to arbitration, and judgment on the award rendered by the court(s) may be entered in any court having jurisdiction thereof.

If Autodesk Asia Pte Ltd. is the Autodesk signatory of this Agreement, this Agreement shall be construed in accordance with the laws of Singapore (excluding rules regarding conflicts of law). The parties hereby submit to the exclusive personal jurisdiction of and venue of the courts of Singapore.

If Autodesk Inc. is the Autodesk signatory of this Agreement, this Agreement shall be construed in accordance with the laws of the State of California (excluding rules regarding conflicts of law) and the United States of America, and the parties hereby submit to the exclusive personal jurisdiction of and venue in the Superior Court of the State of California, County of Marin or the United States District Court for the Northern District of California in San Francisco.

8.14 Notices. Any notice required or permitted by this Agreement shall be in writing and shall be sent by prepaid registered or certified mail, return receipt requested, addressed to the other party at the address shown at the beginning of this Agreement or at 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, except that notice of change of address shall be effective only upon receipt. Notwithstanding the foregoing, except with respect to any notices required pursuant to Section 7 of the Agreement, all other notices required hereunder may be given by Autodesk by inclusion in an ATC News Bulletin posted on the Autodesk One Team Web internet site or mailed by regular post, and shall be deemed given three days after deposit in the mail.

8.15 Independent Contractors. The relationship of Autodesk and ATC 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, (iii) allow ATC to create or assume any obligation on behalf of Autodesk for any purpose whatsoever, or (iv) claim any entitlement with respect to "goodwill" related to Autodesk Software Products or the authorized services provided hereunder. All financial obligations associated with ATC's business are the sole responsibility of ATC. All agreements between ATC and its customers are ATC's exclusive responsibility and shall have no effect on ATC's obligations under this Agreement. ATC 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 ATC, its employees or its agents. ATC shall retain the right to perform services for others during the term of this Agreement.

8.16 Entire Agreement. This document contains the entire agreement and understanding concerning the subject matter between ATC and Autodesk and supersedes all prior negotiations, proposed agreements, and all other agreements, whether written or oral, except all prior confidentiality and nondisclosure agreements to the extent that they are not expressly superseded by this Agreement. Except as expressly set forth in Sections 1.2, 1.3, 1.7, 2.2, 2.3, 2.4, 2.5, 2.6, 3, 4.1, and 8.8 of this Agreement may be amended only in writing signed by authorized individuals for both Autodesk and ATC.

8.17 Severability. In the event that it is determined by a court of competent jurisdiction as a part of a final nonappealable judgment that any provision of this Agreement or part thereof is invalid, illegal, or otherwise unenforceable, such provision will be enforced or reformed as nearly as possible in accordance with the stated intention of the parties, while the remainder of the Agreement will remain in full force and effect.

8.18 Construction. This Agreement will be fairly interpreted in accordance with its terms and without any strict construction against either party. Ambiguity will not be interpreted against the drafting party.

8.19 Counterparts. This Agreement may be executed in separate counterparts and shall become effective when the separate counterparts have been exchanged between the parties.

8.20 Region-Specific Exhibits. If Autodesk Asia, Pte Ltd. is the Autodesk signatory of this Agreement, Exhibit B to this Agreement shall apply. If Autodesk, Inc., is the Autodesk signatory to this Agreement, and ATC's Site(s) are located in Latin America, Exhibit C shall apply.

PRIOR TO EXECUTING THIS AGREEMENT TRAINING CENTRE SHOULD HAVE READ THIS AGREEMENT AND THE APPENDICES AND SHOULD UNDERSTAND ITS TERMS; SHOULD ANY OF THOSE TERMS BE UNCLEAR TO TRAINING CENTRE, TRAINING CENTRE SHOULD SEEK INDEPENDENT LEGAL ADVICE. FURTHER TRAINING CENTRE SHOULD ENSURE THAT THE INFORMATION IN THE ATC SITE ENROLLMENT FORM IN EXHIBIT A IS COMPLETE AND ACCURATE.

The Undersigned are duly authorized to execute this Agreement on behalf of their respective parties.

**AUTODESK**  
AUTODESK DEVELOPMENT S.A.R.L.

**AUTHORIZED TRAINING  
CENTER**

By:

By:

**Richard Lane**

Printed Name

\_\_\_\_\_  
Printed Name

**Senior Manager – Autodesk Education**

Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

**Exhibit A**

**ATC SITE ENROLLMENT FORM**

See ATC Site Enrollment Form attached

**Exhibit B**

**THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.**

**THE ORIGINAL CONTENT ON THIS PAGE IS  
NOT REQUIRED FOR EMEA ATC AGREEMENTS.**

**Exhibit C**

**Special Terms**

From time to time, Autodesk may elect to deliver certain services or additional benefits to ATCs. 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.