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5. You represent that each of Your Contributions is Your original creation (see section 7 for submissions on behalf of others).

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8. It is your responsibility to notify Autodesk when any change is required to the list of designated employees authorized to submit Contributions on behalf of the Corporation, or to the Corporation's Point of Contact with Autodesk.

9. This Agreement is the entire agreement between the parties on the subject matter hereof. No amendment or modification hereof will be valid or binding upon the parties unless made in writing and signed by the duly authorized representatives of both parties. The relationship of the parties hereunder is that of independent contractors, and this Agreement will not be construed to imply that either party is the agent, employee, or joint venturer of the other. In the event that any provision of this Agreement is held to be unenforceable, this Agreement will continue in full force and effect without said provision and will be interpreted to reflect the original intent of the parties. This Agreement will be binding upon and will inure to the benefit of the parties' permitted successors and/or assignees. Waiver by either party of a breach of any provision of this Agreement or the failure by either party to exercise any right hereunder will not operate or be construed as a waiver of any subsequent breach of that right or as a waiver of any other right. You represent that the person signing this Agreement is Your authorized signatory.

Please Sign: _____ **Date:** _____

Printed Name: _____

Title: _____

Corporation name: _____

Corporation address: _____

Schedule A

List of Designated Employees Authorized to Make Contributions to the Project.

Name of Corporation: _____

Names of Authorized Employees: [please list individual employees]

1) _____

2) _____

3) _____

Schedule B

Identification of Optional Concurrent Software Grant

[To be left blank or omitted if there is not concurrent software grant.]