THIS AGREEMENT SHALL BE VOID IF UNILATERALLY MODIFIED BY DEVELOPER.

AUTODESK DEVELOPER NETWORK PROGRAM AGREEMENT

Developer#: DEVR6266

This Autodesk Developer Network Program Agreement is entered into on February 4, 2018 by and between AUTODESK (as defined below) and Fenix Alliance, located at Diagonal 67a 1a-10, 150003 Tunja, Boyaca, Colombia ("Developer").

1. **DEFINITIONS.** In addition to those terms defined within the text of the Agreement, the following defined terms shall apply throughout this Agreement:

1.1 "**ADN" or "ADN Program**" means the Autodesk Developer Network, the Autodesk program for providing select software developers with certain ADN Materials and/or support to develop modules or design solutions that complement and enhance Autodesk's products and/or services.

1.2 "**ADN Materials**" means the Software and other tools (including APIs, SDKs and DDKs), reference or sample code, utilities, technologies, features, functionalities, icons, notes, scripts, libraries, drawings, designs, documentation, trainings, resources or other materials made available by Autodesk under the ADN Program.

1.3 "**ADN Membership**" means membership in the ADN Program.

1.4 "**ADN Membership Application**" means Developer's completed Autodesk application form, and any and all related materials or information utilized or submitted to Autodesk, for participation in the ADN Program.

1.5 "**ADN Site**" means the current Autodesk Developer Network extranet site at http://adn.autodesk.com or any other successor site designated by Autodesk (including all web pages contained therein).

1.6 "**Agreement**" means this Autodesk Developer Network Program Agreement, together with all exhibits and amendment thereto (if any).

1.7 "**Autodesk**" means Autodesk, Inc., a Delaware corporation, except that if, Developer submitted ADN Membership Application in (a) a country in Europe, Africa or the Middle East, "Autodesk" means Autodesk Development Sàrl or (b) a country in Asia, Oceania or the Asia-Pacific region, "Autodesk" means Autodesk Asia Pte Ltd.

1.8 "**Confidential Information**" means all information, whether disclosed before or after the Effective Date, that is disclosed in written, oral, electronic, visual or other form by either party and is marked or designated as "confidential" or "proprietary" at the time of disclosure, or if disclosed orally or in other intangible form or in any form that is not so marked, that is identified as confidential at the time of such disclosure and summarized in writing and transmitted to the other party within fifteen (15) days of such disclosure. Confidential Information may include, without limitation, computer programs, software or hardware products, software features and functionalities, specifications, product development plans, platform support, information relating to product lines which utilize the Software, release dates and any related documentation and materials, code, documentation, algorithms, know-how, trade secrets, formulas, processes, procedures, ideas, research, inventions (whether patentable or not), copyrights, schematics and other technical, business, financial and marketing information, forecasts, strategies, names and expertise of employees and consultants, customer or partner information, customer data or other information. Confidential Information does not include any information which: (a) is already known to the other party without restriction

on use or disclosure prior to first receipt; (b) is or has become available to the public other than by breach of this Agreement by the other party; (c) is released for general disclosure by an official release or announcement made by the disclosing party; (d) is rightfully received from a third party without breach of any obligation of confidentiality and without restriction on subsequent disclosure; (e) is independently developed by employees of the receiving party without access or reference to Confidential Information of the disclosing party and for which documentation is available to show such independent development.

1.9   "**Developer**" means the applicant accepting this Agreement and who has been approved and authorized by Autodesk to join the ADN Program. For clarification, "Developer" refers only to a single, specifically identified legal entity or individual, and does not include any subsidiary or affiliate of any such legal entity or individual or any other related person.

1.10   "**Developer Support**" means certain technical and/or API-related support services for the Software as designated and determined solely by Autodesk.

1.11   "**Developer Works**" means the programs, solutions (including, without limitation, products, publications and services), modules, components or functionalities developed by Developer that (i) are compatible with and are used and/or interfaced with the Software and (ii) contribute significant value-added functionality or enhancements to the Software, including, without limitation, all modifications, enhancements, and updates thereto.

1.12   "**End User**" means Developer's end user who has the right to use the Software pursuant to the terms and conditions of the Software License (as defined below).

1.13   "**Evaluation Version Software**" shall have the meaning set forth in Section 3.3.1 below.

1.14   "**Enrollment Fee**" means the annual fee charged to Developer for participation in the ADN Program.

1.15   "**Intellectual Property Rights**" means Autodesk's intellectual property rights and proprietary rights, which include, without limitation, Autodesk's patents, inventions, trademarks, trade names, logos, copyrights, know-how and trade secrets relating to Autodesk's business and its products (including, without limitation, the Software) or services, including the design, development, manufacture, operation or provision thereof.

1.16   "**Licensed Site(s)**" means the licensed site(s) specified in Developer's ADN Membership Application.

1.17   "**Software**" means the Autodesk's software programs, products or services, and any updates thereto, provided by Autodesk to Developer pursuant to and in accordance with this Agreement. "Software" shall include, without limitation, the Evaluation Version Software.

1.18   "**Software License**" means the then-current license agreement provided with, and/or incorporated in, a Software product which agreement states the terms and conditions pursuant to which an End User may use such Software.

2.   CONFIDENTIAL INFORMATION.

2.1   Autodesk's Confidential Information. For purposes of this Agreement, Autodesk's Confidential Information shall include all information made available by Autodesk, in writing or verbally (notwithstanding the definition provided in Section 1.8), relating to ADN Materials (including, without limitation, all alpha, beta or other pre-release or restricted version of any Software).

2.2   Restrictions. Developer shall:

2.2.1   not use Autodesk's Confidential Information for its own use or for any purpose whatsoever including, without limitation, for commercial use or resale, except Developer may make internal use of Autodesk's Confidential Information solely for the development of Developer Works in the manner expressly provided for in this Agreement;

2.2.2   not disclose Autodesk's Confidential Information to any third party, individual, corporation or other entity (other than Developer's officers, directors, employees or independent contractors) without the prior written consent of Autodesk and Developer shall limit disclosure of Autodesk's Confidential Information to only such authorized parties (including, without limitation, Developer's officers, directors, employees or independent contractors working on Developer's premises) having a need to know such information for the purpose of the development of Developer Works and who have signed nondisclosure agreements in place with obligations no less restrictive than those set forth herein;

2.2.3   take all reasonable care, no less than the care Developer takes with respect to its own Confidential Information, to protect the secrecy of, and avoid the unauthorized disclosure or use of, Autodesk's Confidential Information; and

2.2.4   promptly notify Autodesk in writing of any misuse, misappropriation or unauthorized disclosure of Confidential Information that may come to the attention of Developer.

2.3   <u>Exception</u>. The foregoing restrictions shall not apply to the extent any information is required to be disclosed by a court of competent jurisdiction or a statutory or regulatory authority, provided Autodesk is given prompt prior written notice of such requirement and Developer provides full cooperation in limiting the scope of such disclosure to the extent possible.

2.4   <u>Remedies</u>. Developer acknowledges its obligations to protect Autodesk's Confidential Information are essential to the business interests of Autodesk and that disclosure of such Confidential Information in breach of this Agreement may cause Autodesk immediate, substantial and irreparable harm, the value of which would be extremely difficult to determine. Accordingly, Developer agrees that, in addition to any other remedies that may be available in law, equity or otherwise for the disclosure or use of Confidential Information in breach of this Agreement, Autodesk shall be entitled to seek injunctive relief against any such breach or threatened breach of this Agreement.

2.5   <u>Developer's Confidential Information</u>.   Developer acknowledges that Autodesk does not want to receive any Confidential Information of Developer from Developer. However, if Developer must provide Autodesk with Developer's Confidential Information, Autodesk agrees not to disclose Developer's Confidential Information to any third party (other than as authorized by Developer in writing) unless such third party has a need-to-know and is subject to a written nondisclosure agreement.   Autodesk shall take every reasonable precaution to protect such Confidential Information of Developer. Autodesk shall only use such Confidential Information of Developer for purposes of (i) providing support in connection with the ADN Program; or (ii) reviewing Developer Work pursuant to Section 10.2 of this Agreement.

3.   <u>**LICENSE**</u>.

3.1   <u>License to ADN Materials</u>. Subject to Developer's compliance with the terms and conditions of this Agreement and the applicable Software License and the ADN Program documentation (if any), Autodesk grants to Developer a non-transferable, non-exclusive, non-sublicensable, revocable and limited license to:

3.1.1   use the ADN Materials for Developer's internal development of Developer Works or any adaptation or modification thereof to make Developer Works interoperable with the Software;

3.1.2　use the ADN Materials to test, evaluate and support such Developer Works;

3.1.3　use the ADN Materials for training End Users on the use of the Developer Works and demonstrating Developer Works that interoperate with the Software;

3.1.4　reproduce and modify or make a derivative work of certain designated sample code for the purposes of developing the Developer Works that interface with the Software; and

3.1.5　distribute such sample code to End Users solely as embedded in and constituting an integrated part of the Developer Works for the purposes of complementing and enhancing the Software unless otherwise specifically prohibited by the Software License such as with some software development tools, utilities and kits.

3.2　Restrictions.

3.2.1　Developer shall not include the ADN Materials or any portion of the Software in Developer Works without the prior written consent of Autodesk (duly signed by Autodesk's authorized representative), except where expressly permitted under this Agreement. In addition, the ADN Materials shall be used internally:

　　　i) only by employees and/or independent contractors of Developer who have signed confidentiality agreements with Developer with confidentiality terms at least as restrictive as the obligations of confidentiality under this Agreement;

　　　ii) only by the number of users specified on the ADN Membership Application; and

　　　iii) only at the Licensed Site (s) set forth in the ADN Membership Application, except the Software may be used away from the Licensed Site for sales demonstration purposes only.

3.2.2　Developer shall not use the Software as an end user, and for any purpose except as provided for in this Agreement, including but not limited to, for creating drawings, designs, models, visualizations, simulations, animations or special effects or for any commercial, professional, commercial training, competitive analysis or other for-profit purposes. The ADN Materials are provided to Developer solely to develop Developer Works that increase the productivity of End Users using the Developer Works and the Software.

3.2.3　Developer shall not use the Software for the purpose of developing products and/or services that are primarily competitive with Autodesk's products and/or services.

3.2.4　Developer shall not (either directly or indirectly) de-compile, disassemble, reverse engineer, or in any manner, attempt to derive or have derived the source code of the Software or to devise alternate solutions which eliminate the need for or otherwise diminish the value, utility, or goodwill of the Software, the determination of which shall be in Autodesk's sole discretion. Except as otherwise permitted by this Agreement, Developer may make only the number of copies of the Software authorized in its ADN Membership Application, and Developer shall not modify, translate, alter, adapt, arrange or create any derivative works of, transfer, assign, rent, loan, lease, sublicense, sell, resell or in any way distribute or provide all or any portion of the ADN Materials to any person or entity other than as permitted under this Agreement. In addition, Developer shall not attempt to (i) remove, defeat or circumvent any license manager technology or copy protection device provided with the Software, (ii) bypass or delete any functionality or technical limitations of the Software that prevent or inhibit the unauthorized copying or use of the Software, or (iii) provide or make available any features or functionality of the ADN Materials to any person or entity, whether or not over a network and whether or not on a hosted basis. Further, Developer shall not install or access the Software over the Internet or other non-local network, including, without limitation, use

in connection with a wide area network (WAN), virtual private network (VPN), virtualization, web hosting, commercial time-sharing, service bureau, Software as a Service, cloud or similar service or technology, or make the Software available via the Internet on Developer's system or otherwise to any person or entity except as expressly set forth in this Agreement or as expressly authorized in writing by Autodesk.

3.2.5   Developer shall not remove, alter, or obscure any proprietary notices, labels, or marks from or on any ADN Materials or the ADN Site.

3.2.6   The prohibitions contained in this Agreement, including, without limitation, this Section 3.2, will not apply to the extent that applicable law (including, without limitation, laws implementing EC Directive 2009/24 on the legal protection of computer programs and laws of other jurisdictions relating to similar subject matter) does not allow such prohibitions to be enforced.

3.3   Limited License to Evaluation Version Software.

3.3.1   Autodesk may, in its discretion, make versions of the Software available to Developer as a demonstration, evaluation, trial, "not for sale" ("NFS") or "not for resale" ("NFR") version (each an "**Evaluation Version Software**"). Evaluation Version Software may not be available for all Software, in all regions or in all languages. Subject to the conditions set forth in this Section and the applicable Software License, Autodesk grants a non-exclusive, non-transferable, royalty-free, limited license to Developer to distribute to its End Users one (1) copy of Evaluation Version Software bundled with the Developer Works solely for the purpose of such End User's evaluation of the Software and Developer Works strictly in accordance with this Agreement and the applicable Software License. Developer's End Users may install and access one copy of the Evaluation Version Software only for the purpose of evaluation and demonstration of the Software in conjunction with the Developer Works. Developer shall ensure that the Evaluation Version Software that is reproduced and distributed is an exact replica of the Software in object code form. The Evaluation Version Software may only be installed for the lesser of thirty (30) day evaluation period or as specified by Autodesk in writing. Permission to reproduce and distribute the Evaluation Version Software is granted to Developer, *provided that* (a) all Autodesk markings, including but not limited to the copyright notice, trade names, trademark symbols, labels or proprietary notices that appear in the Evaluation Version Software, appear *unmodified* in all copies, (b) use of Evaluation Version Software is for evaluation, demonstration and non-commercial purposes only, (c) Evaluation Version Software is not modified in any way, (d) Developer does not charge a fee for the Evaluation Version Software, and (e) Developer ensures that: (i) each copy of the Software reproduced and distributed by Developer shall contain a copy of this Agreement and the applicable Software License; and (ii) the Software may not be installed onto a computer without the End User first ag*reeing to* the Software License. In case of any discrepancy between this Agreement and the applicable Software License for use of any replica of the Evaluation Version Software, this Agreement shall prevail.

3.3.2   Developer may not enter into any license agreement with its end users on behalf of Autodesk with respect to the Evaluation Version Software. Notwithstanding the foregoing, the following language shall be included in the same language as the Developer Works on any product packaging or download website:

> "This software is licensed subject to the license agreement that appears during the installation process or is included in the package. If after reading the agreement you do not wish to accept its terms, you must return or destroy the software as provided in the agreement."

3.3.3   Once during each annual term of this Agreement upon Autodesk's request, Developer must provide a written report to the Autodesk designated contact, within fifteen (15) days of request, setting out

the number and type of Evaluation Version Software distributed during the preceding twelve (12) months ("**Distribution Reports**").

3.3.4   Under no circumstances may Developer offer the Evaluation Version Software separately from or not in connection with Developer Works. Except for the limited distribution license granted in this Section 3.3 to Developer, Developer shall have or obtain no distribution rights for the Software.

3.4   <u>Title</u>. Developer shall use the Software only to the extent and for the purposes stated in this Agreement, and Autodesk and its licensors own all right, title and interest in and to the ADN Materials and all copies thereof and all rights therein, including the Intellectual Property Rights. Any rights not expressly granted herein are reserved by Autodesk. Developer must take all reasonable measures to protect Autodesk's proprietary rights in the Software (including, without limitation, the APIs and the Evaluation Version Software) and shall require its End Users to do so as well. Failure to comply with the terms of this Section 3 constitutes a material breach of this Agreement and Autodesk has the right to terminate this Agreement and all rights associated with it without limiting its other remedies.

4.   <u>RELATIONSHIP OF THE PARTIES</u>.

4.1   <u>Independent Contractor</u>. The relationship of the parties hereto is that of independent contractors. Under no circumstances shall any employees of one party be deemed to be the employees of the other for any purpose. Each party shall pay all wages, salaries, and other amounts due its respective employees relative to this Agreement and shall be responsible for all obligations respecting them relating to applicable payroll taxes, income tax withholdings, disability, workers' compensation and unemployment insurance premiums, health care and pension plan contributions and other similar responsibilities. Neither party has the right nor authority to assume or to create any obligation or responsibility on behalf of the other party, except as may from time to time be provided by written instrument signed by both parties. Nothing contained herein shall be construed as creating an agency or joint venture, franchise, consortium or partnership between the parties. Developer and its employees shall not acquire any of the rights or privileges of an Autodesk employee. All financial obligations associated with Developer's business are the sole responsibility of Developer. Each party shall be solely responsible for, and shall indemnify and hold the other free and harmless from any and all claims, damages or lawsuit (including reasonable attorney's fees) arising or alleged to arise out of the acts of such party, its employees or agents.

5.   <u>CONTACTS AND NOTICES</u>.

5.1   <u>Designated Business Contacts</u>. The following persons are appointed as primary contacts with respect to this Agreement and the ADN Membership Application:

For Autodesk: For Developer:

relevant Autodesk entity   *As stated in the ADN Membership*
Attn.: Program Manager of Autodesk Developer   *Application*
Network

5.2   <u>Notices</u>. Any notice or other document or communication required or permitted hereunder to the parties hereto will be deemed to have been duly given only if in writing, addressed to the designated contact indicated above, and delivered by any of the following methods: (i) registered mail, return receipt requested, postage prepaid; (ii) confirmed facsimile; or (iii) deposit with a recognized commercial overnight courier service, fees prepaid, in each case delivered to the addresses of the receiving parties set forth above or such other addresses as such parties may subsequently dictate according to the notice provisions hereof. Notice is deemed to have been given five (5) days after deposit in the mail, immediately upon confirmation of sent facsimile or one day after deposit with

overnight carrier or delivery service, except that notice of change of address is effective only upon receipt.

6. TERM.

This Agreement shall be effective on the date of latest signature on this Agreement and receipt of payment by Developer to Autodesk of the Enrollment Fee as applicable ("**Effective Date**"), and shall remain in full force and effect through the end of the then-current calendar year; thereafter, this Agreement shall automatically renew for additional one (1) year periods, provided Developer has paid to Autodesk the then-current Enrollment Fee, unless this Agreement has been earlier terminated in accordance with its terms.

7. TERMINATION.

7.1   Termination with Cause. Either party may terminate this Agreement for a material breach by the other party of the terms of this Agreement that has not been corrected within ten (10) days after delivery of written notice of such breach to the other party.

7.2   Termination without Cause. Either party may terminate this Agreement without cause with thirty (30) days prior written notice. If Autodesk terminates this Agreement pursuant to this subsection, Autodesk shall return a pro-rata portion of Developer's Enrollment Fee for the then-current year. If Developer terminates this Agreement pursuant to this subsection, Developer shall not be entitled to refund of Developer's Enrollment Fee.

7.3   Survival. The provisions of Sections 2, 7.3, 7.4, 10.3, 10.7, 12, 13, 14 and 15 of this Agreement shall survive the termination or expiration of this Agreement.

7.4   Effect of Termination. Autodesk's right to terminate in accordance with this Section are in addition to, and shall not limit or prejudice, any other right or remedy available under this Agreement, at law or in equity. Upon termination, Developer shall promptly return to Autodesk all Confidential Information and ADN Materials pursuant to Section 10.3 below.

8. ENROLLMENT FEE.

In order to cover the cost of support services provided by Autodesk pursuant to this Agreement, Autodesk has established Enrollment Fees payable by Developer. The current Enrollment Fees are stated in the ADN Membership Application. Special promotional pricing may be offered by Autodesk, at its sole discretion, from time to time. Upon expiration of any such promotional offering, pricing shall revert to the then-current Enrollment Fee.

9. ADN PROGRAM SUPPORT.

9.1   ADN Materials. Subject to the terms and conditions of this Agreement, the determination, selection, form, format and/or delivery of the ADN Materials is in Autodesk's sole discretion. Developer may receive the ADN Materials via physical delivery or via electronic download online or via any other technology now known or hereafter known, in Autodesk's sole discretion.

9.2   Developer Support. Subject to Developer personnel (who actually submit support requests) demonstrating their basic proficiency in software development, Autodesk or a third party authorized by Autodesk, will provide Developer Support via email, internet or telephone in accordance with the support level specified in the ADN Membership Application. The scope of Developer Support shall not extend beyond issues related to the ADN Materials. Developer acknowledges and agrees:

9.2.1   Developer Support shall be deemed to be Autodesk's Confidential Information;

9.2.2   Developer Support is provided solely for, and shall be used solely for, supporting Developer's internal use of the ADN Materials in accordance with the terms of this Agreement;

9.2.3   Developer Support may not achieve Developer's desired results; and

9.2.4   Developer bears sole responsibility for determining whether or not the ADN Materials are suitable for use in or with Developer Works.

9.3   <u>ADN Site</u>. Autodesk will provide Developer with access to the ADN Site.

9.4   <u>Marketing Materials</u>. Autodesk may, from time to time, make available to Developer marketing materials, logos or other public-facing materials and/or samples of such materials as Autodesk may, in its sole discretion, consider appropriate to facilitate the ADN Program or its objectives. Autodesk may place restrictions on the use of such materials as it may, in its sole discretion, consider appropriate to facilitate the ADN Program or its objectives.

10. <u>DEVELOPER OBLIGATIONS</u>.

10.1   <u>Product Update</u>. Developer shall use its best efforts to create Developer Works that complement and enhance the Autodesk products and/or services. With respect to Developer Works that are Developer's commercial products, Developer shall have completed and commenced shipment of such Developer Works as soon as practicable for the most recent release of the applicable Software. This Section shall apply only to Developer Works that are commercially released by Developer and that require the Software to operate.

10.2   <u>Submission of Application Copy for Review</u>. If Developer Works are made commercially available, Autodesk may request to review Developer Works no more than one (1) time per calendar year in order to resolve any customer quality queries and/or determine, in Autodesk's sole discretion, whether Developer Works are compatible and compliant with the ADN Program goals and guidelines and in determining their scope and applicability in relation to the Software. Also, upon Autodesk's request, Developer shall submit to Autodesk a copy of the compact disk or other media containing the Evaluation Version Software for Autodesk's review and shall make any corrections requested by Autodesk, if any.

10.3   <u>Return of Materials</u>.   Upon Autodesk's request or upon expiration or termination of this Agreement, Developer shall promptly return to Autodesk all of Autodesk's Confidential Information and ADN Materials to Autodesk, as well as any related copies, summaries, portions, or other materials furnished by Autodesk, whether or not such materials are of a confidential or non-confidential nature, or destroy such items and deliver to Autodesk written certification of their destruction.

10.4   <u>Discovery of Unauthorized Use</u>. Developer shall not distribute any permitted ADN Materials to any person or entity if Developer is aware that such person or entity is involved in unauthorized use of the ADN Materials or any Autodesk materials or other infringement of Autodesk's proprietary rights. Developer shall notify Autodesk promptly if Developer knows or suspects any unauthorized use or infringement of Autodesk's Intellectual Property Rights in Autodesk software by Developer's customers or end users and shall provide reasonable assistance to Autodesk in the prosecution of any claims arising therefrom. In the event Developer fails to provide such notice or assistance or continues to provide products or services to an unauthorized or infringing user, Developer's action shall be deemed a material breach of this Agreement and cause for termination of this Agreement and Developer's membership in the ADN Program.

10.5   Dealing in Pirated Products. Developer shall not, during the term of this Agreement, participate, or have any kind of interest whether on its own or through third parties, in the production, marketing, sale or distribution of any pirated products. Pirated products shall be defined as any product or media containing a software program copied without prior consent of Autodesk. Any breach of this Section shall be deemed a material breach of this Agreement and cause for termination of this Agreement and Developer's membership in the ADN Program.

10.6   Export Controls. Developer acknowledges that the ADN Materials and any technical data provided by Autodesk under this Agreement are subject to the export control laws and regulations of the United States ("U.S.") and agree to abide by those laws and regulations. Under U.S. export control laws and regulations, the ADN Materials may not be downloaded or otherwise exported, re-exported, or transferred to restricted countries, to restricted end users or for restricted end uses.   Developer represents, warrants and covenants that neither Developer nor its employees or contractors (a) are located in, or a resident or a national of, a restricted country; (b) are on any of the U.S. government lists of restricted end users; and (c) will, unless otherwise authorized under U.S. export control regulations, use ADN Materials in any restricted end use, including, without limitation, design, analysis, simulation, estimation, testing, or other activities related to nuclear, chemical/biological weapons, rocket systems or unmanned air vehicles applications. Developer understands that the requirements and restrictions of U.S. law as applicable to Developer may vary depending on the ADN Materials downloaded or used and may change over time, and that, to determine the precise controls applicable to the ADN Materials, it is necessary to refer to the U.S. Export Administration Regulations and the U.S. Department of Treasury, Office of Foreign Assets Control Regulations. Developer shall be solely responsible for (i) complying with applicable laws and regulations of Developer's country which restrict or prohibit exports and (ii) monitoring any modifications to such laws and regulations. Developer's failure to comply with U.S. foreign trade and export laws and regulations, or those of Developer's country, shall be deemed a material breach of this Agreement. Developer shall notify Autodesk immediately upon learning that it has exported, transferred or disclosed any ADN Materials or technical data to any country, entity or other party which is ineligible to receive such items under U.S. laws and regulations or those of Developer's country.

10.7   Indemnity. Developer agrees to indemnify, hold harmless and defend Autodesk and its directors, officers, employees and agents from and against any claim, demand, action, proceeding, investigation, cost, loss, liability, or expense, including court costs and reasonable fees for attorneys or other professionals, suffered or incurred by Autodesk arising out of or related to (i) any breach by Developer of the terms of this Agreement or any end user license; (ii) any action brought by an end user including, without limitation, any claim related to the ADN Materials provided herein or the Developer Works; (iii) any action brought by an employee or contractor of Developer allegedly based on a labor relationship with Autodesk; (iv) any negligent or willful act or omission by Developer, or Developer's employees; or (v) any violation of any statute, ordinance or regulation including but not limited to export controls, data protection and privacy laws. In no event may Developer enter into any settlement or like agreement with a third party that affects Autodesk's rights or binds Autodesk in any way, without the prior written consent of Autodesk.

10.8   Improper Use. Developer shall comply with all laws and regulations applicable to the marketing and delivery of its products and services, and conduct its business in a manner that does not negatively affect Autodesk's reputation, goodwill or prospects. Pornographic, defamatory or otherwise unlawful use of the ADN Materials is strictly prohibited whether directly or in context with specific subject matter. Autodesk 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. Developer also agrees to comply with Autodesk's policies (available at http://usa.autodesk.com/company/legal-notices-trademarks or any successor site(s) thereto), including without limitation, Autodesk trademark guidelines (available at

http://usa.autodesk.com/company/legal-notices-trademarks/trademarks/guidelines-for-use or any successor site(s) thereto). Developer's access to and use of the ADN Site shall be subject to Autodesk's Terms of Use (available at http://usa.autodesk.com/company/legal-notices-trademarks/terms-of-use or any successor site(s) thereto).

10.9   Consent to Receive Communications. Developer consents to Autodesk sending periodic electronic, including e-mail, and other communications to keep the Developer apprised of new Autodesk products and technologies, training opportunities and other information.

11. WARRANTY.

Developer represents and warrants that it has the right to enter into this Agreement and any related attachments hereto and to participate in the ADN Program in the manner described herein. Developer also represents and warrants that all information and materials that it provides on the ADN Membership Application and ADN Site are true, accurate and complete, and are not false, fraudulent, misleading, infringing, harmful or inappropriate. Developer shall immediately notify Autodesk in writing of any changes to the ADN Membership Application.

12. DISCLAIMER.

THE ADN MATERIALS ARE FURNISHED TO DEVELOPER "AS IS." TO THE EXTENT PERMITTED BY LAW, NEITHER AUTODESK NOR ITS LICENSORS WARRANTS THE PERFORMANCE OF THE ADN MATERIALS, THEIR QUALITY, OR ANY RESULTS WHICH MAY BE OBTAINED BY USING THE ADN MATERIALS. NEITHER AUTODESK NOR ANY OF ITS LICENSORS MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. TO THE EXTENT PERMITTED BY LAW, NEITHER AUTODESK NOR ANY OF ITS LICENSORS WARRANTS THAT USE OF THE ADN MATERIALS WILL PRODUCE A PARTICULAR RESULT OR THAT OPERATION OF THE ADN MATERIALS WILL BE ERROR FREE, ACCURATE, RELIABLE OR COMPLETE. AUTODESK DOES NOT WARRANT THE ADN MATERIALS WILL FUNCTION IN EVERY HARDWARE PLATFORM, SOFTWARE ENVIRONMENT, AND/OR CONFIGURATION OF MODULES OR THAT THE ADN MATERIALS WILL DELIVER SPECIFIC FUNCTIONALITY AS PART OF DEVELOPER'S TOTAL UNIQUE HARDWARE AND SOFTWARE ENVIRONMENT. DEVELOPER ACKNOWLEDGES AND AGREES THE SOFTWARE MAY BE ALPHA, BETA, PRE-RELEASE OR RESTRICTED RELEASE AND IT IS POSSIBLE THE SOFTWARE WILL UNDERGO SIGNIFICANT CHANGES PRIOR TO RELEASE OF A GENERALLY AVAILABLE FINAL VERSION OR THAT THE SOFTWARE MAY NOT BE MADE GENERALLY AVAILABLE.

EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, NEITHER PARTY HAS MADE ANY WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, CONCERNING THE ADN MATERIALS TO BE PROVIDED PURSUANT TO THIS AGREEMENT, THE SCOPE OR DURATION OF ANY MARKETING EFFORT AUTODESK MAY UNDERTAKE, OR THE SUCCESS OF ANY SUCH MARKETING EFFORT. NEITHER PARTY HAS RELIED ON ANY EXPRESS OR IMPLIED REPRESENTATION OF THE OTHER PARTY, WRITTEN OR VERBAL, AS AN INDUCEMENT TO ENTERING INTO THIS AGREEMENT.

13. SIMILAR AUTODESK FEATURES AND PRODUCTS.

Developer understands that Autodesk evaluates, designs, develops and acquires software and other products, and that products independently developed, evaluated, designed, or acquired by Autodesk may contain ideas and concepts similar to those that may be developed by Developer. Nothing in this Agreement shall prevent Autodesk from licensing, acquiring or independently developing and marketing, directly or indirectly through third parties, products similar to and competitive with software developed by, or on behalf of Developer. Nothing in this Agreement shall be construed to grant Developer any rights in any such independently developed products so developed, licensed or acquired by Autodesk, or any rights to the revenues or any portion thereof derived by Autodesk from the use, sale, lease, license or other disposal of any such independently developed products.

14. LIMITATION OF LIABILITY.

TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL AUTODESK BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, DIRECT OR INDIRECT DAMAGES ARISING OUT OF THIS AGREEMENT OR USE OF THE ADN MATERIALS OR CONFIDENTIAL INFORMATION, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY (WHETHER DERIVED FROM CONTRACT, TORT OR OTHERWISE), AND WHETHER OR NOT AUTODESK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. To the extent permitted by law, Developer's sole and exclusive remedy for breach of this Agreement by Autodesk, whether based in contract, tort or otherwise, shall be a pro rata refund of the current Enrollment Fee paid to Autodesk. These limitations shall apply notwithstanding any fundamental breach, breach of a fundamental term, or failure of essential purpose of any limited remedy.

WHERE AUTODESK IS NOT PERMITTED TO LIMIT DEVELOPER'S REMEDIES OR EXCLUDE LIABILITY AS DESCRIBED IN THIS SECTION UNDER APPLICABLE LAW, THEN, TO THE EXTENT PERMITTED BY LAW, AUTODESK'S ENTIRE LIABILITY AND DEVELOPER'S EXCLUSIVE REMEDY WILL BE (AT AUTODESK'S OPTION): (i) IN THE CASE OF GOODS ANY ONE OR MORE OF THE FOLLOWING: (a) THE REPLACEMENT OF THE GOODS OR THE SUPPLY OF EQUIVALENT GOODS: (b) THE REPAIR OF THE GOODS; (c) THE PAYMENT OF THE COST OF REPLACING THE GOODS OR OTHER SIMILAR GOODS; OR (d) THE PAYMENT OF THE COST OF HAVING THE GOODS REPLACED; OR (ii) IN THE CASE OF SERVICES: THE SUPPLY OF THE SERVICES AGAIN; OR THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN.

15. GENERAL PROVISIONS.

15.1   Choice of Law. This Agreement shall be construed, governed by and interpreted in accordance with the laws of (a) Switzerland if Developer is located in a country in Europe, Africa or the Middle East, (b) Singapore if Developer is located in a country in Asia, Oceania or the Asia-Pacific region, or (c) the State of California (and, to the extent controlling, the federal laws of the United States) if Developer is located in a country in the Americas (including the Caribbean) or any other country not specified in this Section 15.1. The laws of such jurisdictions shall govern without reference to the conflicts-of-laws rules thereof. The UN Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act shall not apply to (and are excluded from the laws governing) this Agreement. In addition, each party agrees that any claim, action or dispute arising under or relating to this Agreement will be brought exclusively in (and the parties will be subject to the exclusive jurisdiction of) 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, except that if Developer is located in (a) a country in Europe, Africa or the Middle East, any such claim or dispute will be brought exclusively in (and the parties will be subject to the exclusive jurisdiction of) the courts of Switzerland, or (b) a country in Asia, Oceania or the Asia-Pacific region, any such claim or dispute will be brought exclusively in (and the parties will be subject to the exclusive jurisdiction of) the courts of Singapore. Nothing in the foregoing will prevent Autodesk from bringing an action for infringement of intellectual property rights in any country where such infringement is alleged to occur. Autodesk expressly reserves the right to file actions for injunctive relief before any competent judicial or administrative tribunal in the Developer's country of residence.

15.2   No Assignment. Developer shall not assign or sublicense any right or license granted pursuant to this Agreement (whether by purchase of stock or assets, merger, change of control, operation of law, or otherwise). Autodesk may assign or delegate its rights or obligations under this Agreement to a designated third party.

15.3   Modification. Any and all amendments, alterations, or additions to this Agreement must be in writing and executed by an authorized representative of each party. No modifications to this Agreement proposed by Developer, or "riders" whether inserted in the page margins or attached

on separate pages, shall be binding on Autodesk unless signed or initialed by a duly authorized representative of Autodesk.

15.4 <u>No Waiver</u>. The failure of either party at any time to require performance by the other party of any provision hereof will not affect in any way the right to require such performance at any time thereafter. The waiver by either party of a breach of any provision hereof will not be taken or held by the other party to be a wai ver of the provision itself unless such a waiver is expressed in writing.

15.5 <u>Attorney's Fees</u>. The prevailing party in any legal action shall be entitled to reimbursement of its expenses including, without limitation, reasonable attorney's fees.

15.6 <u>Authority</u>. The individuals accepting this Agreement on behalf of each of the parties have due authority to bind their respective companies to the terms and conditions of this Agreement.

15.7 <u>Entire Agreement</u>. This Agreement and the ADN Membership Application, which is incorporated herein by reference, constitutes the entire and exclusive agreement between the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous agreements, discussions, communications, written or verbal, with respect to the subject matter hereof.

15.8 <u>Conflict of Interest</u>. Developer shall not engage directly or indirectly either for itself, or with or for any other person or corporation in any work or undertaking which shall conflict with or create any legal impediment against Developer's performance of its obligations under this Agreement and the rights and licenses granted to Autodesk pursuant to this Agreement, and Developer represents and warrants there is no such present conflict of interest nor any such legal impediment.

15.9 <u>Language</u>. The parties hereto confirm that it is their wish that this Agreement, as well as other documents relating hereto, including Notices, have been and shall be written in the English language only. *Les parties ci-dessus confirment leur désir que cet accord principal ainsi que tous les documents, y compris tous avis qui s'y rattachent, soient rédigés en langue Anglaise.*

15.10 <u>Severability</u>. If and to the extent any provision of this Agreement is held illegal, invalid, or unenforceable in whole or in part under applicable law, such provision or such portion thereof shall be ineffective as to the jurisdiction in which it is illegal, invalid, or unenforceable to the extent of its illegality, invalidity, or unenforceability and shall be deemed modified to the extent necessary to conform to applicable law so as to give the maximum effect to the intent of the parties. The illegality, invalidity, or unenforceability of such provision in that jurisdiction shall not in any way affect the legality, validity, or enforceability of such provision in any other jurisdiction or affect the legality, validity or enforceability of any other provision of this Agreement.

15.11 <u>Construction</u>. Ambiguities in this Agreement will not be construed against the drafter.

This Agreement was accepted by Daniel Lozano Navas (Chief Executive Officer) on behalf of Developer.