

This Middleware License Agreement (this “**Agreement**”) is made as of the ___ day of _____, 2015 (the “**Effective Date**”) by and between Autodesk Asia Pte Ltd, 3 Fusionopolis Way #10-21 Symbiosis, Singapore 138633 (“**Autodesk**”), and **CLO Virtual Fashion, 17-4 Dosan-daero 8-gil, Gangnam-gu, Seoul, Republic of Korea; 135 811**(“**Licensee**”).

1. DEFINITIONS.

When capitalized in this Agreement, the following terms have the meanings assigned to them by this Section 1. All other initially capitalized terms have the meanings assigned to them elsewhere in this Agreement.

1.1 “**Affiliates**” means any person, partnership, joint venture, corporation or other form of enterprise, domestic or foreign, including but not limited to subsidiaries, that directly or indirectly, control, are controlled by, or are under common control of Autodesk or Licensee as the context so requires.

1.2 “**Autodesk Materials**” means the Licensed Materials and Third Party Materials.

1.3 “**Derivative Object Code**” has the meaning set forth in Section 2.2(b).

1.4 “**Development Platform**” means the hardware platform, device, and/or operating system identified on each Schedule A for which Autodesk will provide and license the Licensed Materials and for which Licensee is given a license pursuant to Section 2.2 to develop the Licensee Product.

1.5 “**Documentation**” means the explanatory or instructional materials for Software or Supplemental Materials (including materials regarding their use), whether in printed or electronic form, incorporated in the Software or Supplemental Materials (or their packaging) or otherwise provided by Autodesk to its customers when or after such customers license, acquire or install the Software or Supplemental Materials.

1.6 “**End User**” means an individual or entity that acquires a license to use or access a copy (whether in physical or electronic format) of a Licensee Product for his or its own personal or business purposes (and not for license to others).

1.7 “**Expansion Pack**” means any software product or application which (a) must be used with the Licensee Product (and cannot be used or operate on a standalone basis), and (b) contains additional levels, features or other content (including downloadable content) to complement or expand those Licensee Product levels, features or content originally for such Licensee Product.

1.8 “**Intellectual Property Rights**” means all right, title and interest, including without limitation all copyright, patent, trade secret, trademarks, service marks, database rights, trade names, design rights and other intellectual property and proprietary rights, whether or not registered, and any applications for the protection or registration of these rights and all renewals and extensions thereof throughout the world.

1.9 “**License Fee**” means the non-refundable license fees payable by Licensee to Autodesk pursuant to Section 6.1 of this Agreement.

1.10 “**Licensed Materials**” means the Software identified in each Schedule A, and related Supplemental Materials and Documentation generally made available by Autodesk to Licensee in conjunction with the Software pursuant to this Agreement. Licensed Materials includes, without limitation Updates and Upgrades that Autodesk provides or makes available to Licensee, as well as any Derivative Object Code, but in all cases excludes Third Party Materials even if they are made available by Autodesk to

Licensee with the Software, Documentation, Supplemental Materials or otherwise.

1.11 “**Licensee Product(s)**” means the interactive entertainment, multimedia, or other software product(s) or application(s) that is identified by its then current title on each Schedule A, developed by or for Licensee using the applicable Licensed Materials for the Development Platform, and includes any fixes, updates, upgrades, Expansion Packs, additional level or module, cheat code, translation, modification, or localization thereof.

1.12 “**MMO**” means a massively multiplayer online game or interactive software product that: (a) is playable online; (b) is capable of supporting multiple players or users simultaneously; and (c) features a persistent (as such term is commonly understood in the interactive entertainment industry) world or environment.

1.13 “**Object Code**” means the machine-readable object code format of the Software.

1.14 “**Platform**” is the collective term for the Development Platform and the Release Platform.

1.15 “**Release Platform**” means the system, technology, device or product (including without limitation any microprocessor-based system, technology, device or product) identified on each Schedule A capable of executing the Object Code and/or the Derivative Object Code integrated into the relevant Licensee Product, and on which such Licensee Product is intended to operate and/or be distributed.

1.16 “**Schedule Effective Date**” means the effective date on each applicable Schedule A to this Agreement.

1.17 “**Schedules**” mean collectively those schedules that are attached to this Agreement.

1.18 “**Sequel**” means any new interactive entertainment, multimedia, or other software product or application that is based upon or derived from the Licensee Product, including, for example, similar characters, storylines or “universe” (as such term is commonly understood in the interactive entertainment industry), but that is intended to be used separately from the Licensee Product. Under this Agreement, a Sequel and a “Prequel” (as the term is commonly understood in the interactive entertainment industry) shall be synonymous. The use of the same brand or title as the Licensee Product, in whole or in part, for a new product that can be used separately from the Licensee Product shall be deemed a Sequel under this Agreement. For the avoidance of doubt, a Sequel shall be deemed a separate “Licensee Product” hereunder which requires completion of a separate Schedule A, and payment of an additional License Fee and an additional Support Fee.

1.19 “**Site**” means Licensee’s physical location or such other physical location(s) identified in each applicable Schedule A where the Licensee Product will be developed and where Licensee and/or its authorized Third Party Contractors are licensed to use the Licensed Materials under the terms of this Agreement.

1.20 “**Software**” means a computer program, or a module or component of a computer program, distributed or made available by Autodesk in Object Code and/or Source Code form, including encoded APIs.

1.21 **“Source Code”** means the human readable source code format of the Software.

1.22 **“Supplemental Materials”** means Autodesk Materials, other than Software and related Documentation. Supplemental Materials include, without limitation, (a) content, such as character animations, sample models of objects, characters and environments, as well as their related texture files, (b) libraries, scripts, reference or sample code, and similar developer materials included in the Licensed Materials, (c) the standard applications programming interface information that specifies the requirement for invoking or directing the functions of the Software, and (d) other similar developer materials. The term “Supplemental Materials” excludes Third Party Materials.

1.23 **“Support”** means the technical support provided by Autodesk in accordance with Schedule C.

1.24 **“Support Fee”** means the fees payable by Licensee to Autodesk pursuant to Section 6.2 of this Agreement.

1.25 **“Third Party Contractor”** means a third party developer or similar type contractor (which is not a competitor of Autodesk in relation to the Software) designated by Licensee in the applicable Schedule A: (a) which Licensee determines needs and authorizes to use or access the Autodesk Materials for the development of the Licensee Product(s); (b) who is under contractual obligations of confidentiality no less restrictive than Licensee’s obligations hereunder, and contractual obligations with respect to the license grant and restrictions under this Agreement; and (c) who has executed the Autodesk Third Party Developer Agreement in the form of Exhibit A hereto.

1.26 **“Third Party Materials”** means third-party software, data or other materials that may be provided by Autodesk to Licensee pursuant to this Agreement, but are subject to separate third party licenses from those granted by Autodesk herein, unless otherwise specified in Schedule B.

1.27 **“Trademark(s)”** means the Autodesk names, marks, logos and designations associated with the Licensed Materials.

1.28 **“Update”** means all modifications to the Licensed Materials designated by Autodesk as error corrections, service packs, bug fixes, patches, updates or interim builds, including updates to the relevant Documentation, which may be made available from time to time by Autodesk in its discretion generally to its licensees.

1.29 **“Upgrade”** means any release of the Licensed Materials containing new functionality that is not an Update and any accompanying Documentation, made available by Autodesk generally to its licensees that have paid the applicable Support Fees.

2. LICENSE GRANTS.

2.1 **Use of Schedule A in this Agreement.** Autodesk commercializes the Licensed Materials(s) pursuant to the terms of this Agreement and a license schedule substantially in the form of Schedule A hereto. Each license schedule will be sequentially numbered (as Schedule A-1, Schedule A-2, etc.) and will contain the information requested in sample Schedule A hereto. Each Schedule A will be signed by the parties and deemed incorporated by reference into and governed by the terms of this Agreement. Upon receipt of each completed and signed Schedule A, Autodesk shall deliver the applicable Licensed Materials by making the applicable Licensed Materials available on Autodesk’s designated electronic delivery site and providing Licensee with appropriate user name, password, and/or instructions for accessing and downloading the Licensed Materials. Licensee is responsible for accessing Autodesk’s

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2.2 **License.** Subject to the terms and conditions of this Agreement and each Schedule A, Autodesk hereby grants to Licensee a limited, worldwide, personal, non-exclusive, non-assignable, non-transferable, terminable, non-sublicensable (except as provided in Section 2.2(c) or otherwise authorized pursuant to an Autodesk Sublicensing Addendum entered into between the parties) paid-up license to:

(a) use the Documentation, Supplemental Materials, and Source Code (if any specified in Schedule A) internally only at the Site on the Development Platform solely as a reference for understanding the functionality of the Software and for purposes of developing the Licensee Product and integrating the Software into the Licensee Product;

(b) modify and make derivative works of the Source Code (if any specified in Schedule A) internally only at the Site on the Development Platform solely to fix bugs or errors in the Software and to make other modifications necessary to integrate the Software into the Licensee Product and compile the same into one or more libraries of machine readable code (“**Derivative Object Code**”); and

(c) reproduce and distribute the Object Code and/or the Derivative Object Code, but only as integrated into and/or an embedded component of the Licensee Product for the Release Platform, and to sublicense the rights granted under this subsection (c) to End Users and other publishers, distributors and intermediaries solely for the purposes of distribution of the Licensee Product for the Release Platform to End Users.

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Licensee may make only as many internal use copies of the Licensed Materials as reasonably necessary to use the Licensed Materials solely for the purposes of developing the Licensee Product as permitted in this Section, and distribute such copies only to its employees and/or Third Party Contractors, for use in accordance with the limited licenses set forth above, whose job duties require them to so use the Licensed Materials solely for the purposes of developing the Licensee Product as permitted in this Section, and for emergency, archival and recovery purposes.

2.3 Third Party Materials.

(a) The Autodesk Materials may contain or be accompanied by Third Party Materials. The additional or different terms applicable to Third Party Materials may be included or referenced in the Documentation, with such third-party software, data or other materials (e.g., in the “About box”), in “read me” files, in the “3rd. doc” document delivered with the Licensed Materials, or a web page specified by Autodesk (the URL for which may be obtained on Autodesk’s website or on request to Autodesk). If any such Third Party Materials are included as part of the Autodesk Materials under this Agreement, the rights to use such Third Party Materials are granted solely by the applicable third party and not Autodesk

and Licensee will be solely responsible for obtaining and complying with any licenses that may be necessary to use such Third Party Materials; provided, however, that the rights to certain Third Party Materials as set forth on Schedule B are licensed to Licensee by such third parties pursuant to this Agreement and, in such case, are subject to such additional license terms and conditions as are set forth on Schedule B, including, without limitation, the payment of any applicable additional license fees. Licensee acknowledges and agrees that Autodesk has no responsibility for, and makes no representations or warranties regarding, Third Party Materials or their use by Licensee.

(b) Licensee agrees to comply with the additional license terms and conditions set forth in each applicable Schedule B in relation to the Third Party Materials specified therein.

2.4 Use of Trademarks.

(a) **Trademark License.** Autodesk grants to Licensee a non-exclusive, non-transferable and sublicensable right to use the Trademarks related to the Licensed Materials (i) on the external packaging (if any) of the Licensee Product and in the opening sequence of the Licensee Product, and (ii) in the sale, promotion, distribution, and advertising of the applicable Licensee Product in a referential way stating the Licensed Materials were used in development of the Licensee Product. Licensee's use of the Trademarks shall be in accordance with Autodesk's trademark usage guidelines and attribution requirements (located at <http://gameware.autodesk.com/support/logos>), and other reasonable instructions and the terms of this Agreement. Autodesk may immediately terminate this Agreement if Licensee contests, opposes, or challenges Autodesk's ownership of the Trademarks or misappropriates the same for its own use or any use other than that set forth in this Section. If any Trademarks are to be used in conjunction with another trademark (other than trademarks owned by Licensee) on or in relation to the Licensee Product, then the Trademarks shall be presented equally legible and equally prominently, but nevertheless separated from the other so that each appears to be a trademark on its own right, distinct from the other mark. Licensee agrees it has no other rights to the Trademarks and all use of the Trademarks shall inure to the benefit of Autodesk. Licensee acknowledges the high standards of quality with which the Trademarks are associated and the importance to Autodesk and its reputation and goodwill of maintaining such high standards of quality in the products, advertised, marketed and sold in connection with the Trademarks and in any related advertising, promotional, public relations, and other materials. Licensee shall promptly make available to Autodesk at its request copies of any promotional, advertising, and/or marketing materials created or disseminated by Licensee that mentions or uses any of the Trademarks.

(b) **Provision of Samples.** Licensee agrees to provide Autodesk with two (2) copies of each Licensee Product on each Release Platform that is commercially released and/or distributed by Licensee, pursuant to each Schedule A (or if Licensee Product is distributed via an online Release Platform, either two (2) online subscription accounts or two (2) downloadable electronic versions, whichever is applicable, as long as the Licensee Product remains commercially available), within four (4) weeks of commercial release thereof and at no cost to Autodesk, in the full product packaging (as applicable, for retail "boxed" product) and presentation including as received by the End User, for the purpose of monitoring Licensee's compliance with the terms of this Agreement. Licensee shall send the copies (or as applicable, subscription or download access information) to: Games

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3. LICENSE RESTRICTIONS AND OBLIGATIONS.

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- (c) reverse engineer, decompile, recompile, or disassemble, or otherwise attempt to discover or derive the Source Code of any portion of the Object Code or otherwise seek to discover, develop or modify the Object Code;
- (d) remove, alter, modify or bypass any activation codes required to activate the Software;
- (e) develop separate software applications of any kind derived from the Licensed Materials or any part or component thereof or from any other proprietary information of Autodesk or its Affiliates except for the Licensee Product;
- (f) disclose or distribute Source Code, or Documentation (other than to Third Party Contractors as permitted under this Agreement);
- (g) exercise the licenses granted in Sections 2.2(a) and (b) for any Platform other than the Development Platform or at a location other than the Site (it being understood that Licensee may not transfer such licenses to a different Site not specified on the applicable Schedule A or utilize a different Third Party Contractor not specified on Schedule A to assist in the development of the Licensee Product without Autodesk's prior written consent), or exercise the licenses granted in Section 2.2(c) with respect to the distribution of the Licensee Product on any Platform other than the Release Platform; or
- (h) install or access, or allow the installation or access of the Licensed Materials (or any derivative works thereof) over the

Internet, including, without limitation, use in connection with a Web hosting, commercial time-sharing, service bureau, or similar service, or otherwise make the Licensed Materials available to third parties via the Internet, except in connection with a licensed Release Platform involving: (i) download via the internet of a complete Licensee Product to End Users; (ii) password protected internet access by End Users to a complete Licensee Product that is not an MMO; or (iii) internet access to End Users of a Licensee Product that is an MMO, provided the appropriate License Fees have been paid to Autodesk as specified in the applicable Schedule A for a Licensee Product that is an MMO.

3.2 Additional Obligations. In the exercise of the licenses granted hereunder, Licensee shall:

- (a) obtain any and all necessary permissions, consents or licenses to exercise the licenses granted for the Licensee Product(s) under (i) Sections 2.2(a) and (b) with respect to the Development Platform(s), and (ii) Section 2.2(a) with respect to the Release Platform(s), from the applicable owners or licensors of the Intellectual Property Rights in the respective Platform(s);
- (b) promptly notify Autodesk of any actual or suspected unauthorized use of Autodesk's or its Affiliate's Intellectual Property Rights by any third party of which Licensee becomes aware;
- (c) ensure that the Licensee Product(s) shall not in any way give access to any part of the Licensed Materials other than the Object Code or Derivative Object Code; and
- (d) ensure that the Licensee Product(s) are not primarily comprised of, but add substantial additional functionality to, the Object Code and/or the Derivative Object Code.

3.3 Source Code. In the event Source Code is made available by Autodesk to Licensee pursuant to this Agreement, Licensee shall:

- (a) store only one (1) physical copy of Source Code in a locked container or drawer for backup purposes and one (1) or more electronic copies on personal computers or servers that are password protected and located at the Site, and may not be used, maintained or disclosed at locations or to employees other than those located in the following countries: Australia, Austria, Belgium, Canada, Czech Republic, Denmark, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Japan, South Korea, Luxembourg, Mexico, the Netherlands, New Zealand, Norway, Poland, Portugal, Slovak Republic, Spain, Sweden, Switzerland, Turkey, United Kingdom and the United States; and
- (b) instruct its employees who are provided access to Source Code of its highly confidential nature, the requirements of this Agreement and of their responsibilities to safeguard such information from any unauthorized copying, use, and/or disclosure.

3.4 Use of Third Party Software by Licensee. If Licensee uses any third party software (including free or open source software), whether or not in conjunction with the Software, in the Licensee Product (or in the development thereof), Licensee shall ensure that its use does not: (a) create, or purport to create, obligations of Autodesk or any of its Affiliates with respect to the Software; (b) grant, or purport to grant, to any third party any rights to or immunities under Autodesk's or any of its Affiliates Intellectual Property Rights; or (c) cause the Software to be subject to any licensing terms or obligations that would require the Software and derivative works thereof to be disclosed or distributed whether or

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- (a) Licensee shall limit the use of and access to the Licensed Materials to those of its employees and/or employees of Third Party Contractors whose use of or access to the Licensed Materials is necessary for exercise of the licenses granted herein.
- (b) Licensee employees and Third Party Contractor employees are prohibited from disclosing the Licensed Materials (or discussing the Source Code) to or with any person, except employees of Autodesk and employees of Licensee or Third Party Contractors necessary for exercise of the licenses granted herein.
- (c) Licensee agrees to notify its employees and Third Party Contractors (and to require that such Third Party Contractors notify their employees) with access to Licensed Materials of the restrictions contained in this Agreement and to ensure compliance with such restrictions. Licensee shall be liable for any breach by a Third Party Contractor in connection with this Agreement.

3.6 Site. Licensee will maintain the Licensed Materials at the Site and will not transfer them from such Site to any other location (except as may be specifically permitted under the terms of this Agreement) without the prior written approval of Autodesk.

3.7 Assistance to End Users. Licensee shall be responsible for any and all maintenance, End User support, technical support and upgrades with respect to a Licensee Product.

3.8 Licensee Contact. Licensee shall designate a person, as specified initially on each Schedule A, as its primary contact for purposes of compliance with the terms of this Agreement. In the event that Licensee elects to change such Licensee contact, Licensee shall notify Autodesk of the new Licensee contact.

4. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP.

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(b) the Trademarks on the back of the external packaging of the Licensee Product (if applicable) and in the opening sequence of the Licensee Product.

4.4 Independent Development. Nothing contained in this Agreement will be deemed to restrict Autodesk's ability to directly or indirectly acquire, license, develop, produce, distribute, market or promote products that compete with Licensee's products or technology, including the Licensee Product(s).

5. SUPPORT. Licensee shall purchase Support with respect to each Licensee Product for the period of twelve (12) months from each Schedule Effective Date. Such Support shall be subject to the terms and conditions set forth in this Agreement and Schedule C.

6. FEES.

6.1 License Fee. As consideration for the licenses granted hereunder, Licensee agrees to pay Autodesk the License Fee specified on each Schedule A (plus any additional amounts owing pursuant to Section 6.3). Autodesk shall submit to Licensee an invoice for the applicable License Fee and Licensee shall pay the applicable License Fee to Autodesk as per the payment terms set forth on each Schedule A. Autodesk may change its License Fee at any time, provided that the License Fee shall not be increased with respect to a Licensee Product for any Platform for which a License Fee has been paid.

6.2 Support Fee. As consideration for the Support to be provided hereunder with respect to each Licensee Product, Licensee agrees to pay Autodesk the Support Fee specified on each Schedule A (plus any additional amounts owing pursuant to Section 6.3). Autodesk shall submit to Licensee an invoice for the applicable Support Fee and Licensee shall pay the applicable Support Fee to Autodesk as per the payment terms set forth in each Schedule A. Autodesk may change its Support Fee at any time, provided that the Support Fee shall not be increased retroactively. Support shall be made available by Autodesk to Licensee only on a continuous term basis, and any lapse of Support shall require payment by Licensee of Support Fees retroactively to the previous expiration date of the applicable Support term for each Licensee Product, as applicable.

6.3 Payment Terms; Taxes. All fees and payments under this Agreement are exclusive of any tax, levy or similar governmental charge that may be assessed by any jurisdiction, including, without limitation, any export, federal, state or local VAT, sales, use or goods and services taxes and business taxes, customs or excise duties, except for withholding taxes on a fee payment, net income,

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net worth or franchise taxes assessed on Autodesk. Any taxes required by local law to be withheld by Licensee shall be remitted to the appropriate governmental authorities by Licensee on behalf of Autodesk, with a copy of the tax receipt or certificate forwarded to Autodesk. All wire transfer payments shall be made to Autodesk's account at the bank designated on the then-current Autodesk invoice.

7. PROTECTION OF CONFIDENTIAL INFORMATION.

7.1 Definition. Each party acknowledges that during the term of this Agreement it will receive information from the other party that such other party regards as confidential and proprietary. As used in this Agreement, "Confidential Information" means: (a) the Autodesk Materials other than the Object Code or Derivative Object Code; (b) any information that is designated as confidential orally or in writing by either party hereto; or (c) any information that the receiving party knows, or has reason to know, is confidential or proprietary based upon its treatment by the disclosing party. In addition, Confidential Information will be deemed to include any information related to any product(s) or business of each party, including, but not limited to, product plans, product designs, product costs, product prices, product names, finances, marketing plans, business opportunities, research, development, and know-how.

7.2 Confidentiality Obligation. Autodesk and Licensee shall use Confidential Information only for the purposes of this Agreement and shall not disclose Confidential Information to any third party, (except in the case of Autodesk, to Autodesk Affiliates). With respect to Autodesk's Source Code, it is agreed that Licensee may disclose such Source Code only to those employees of Licensee and/or of Third Party Contractors whose job duties require them to use the Source Code for the express purposes permitted in Section 2.2.

(a) Without limiting the foregoing, each party agrees to take all appropriate action and to utilize the same effort to safeguard the other party's Confidential Information as it utilizes to protect its own trade secrets or proprietary information but, at a minimum, each party shall take reasonable steps: (i) to prevent the unauthorized use, dissemination or publication of the other party's Confidential Information; (ii) not to divulge the other party's Confidential Information to any third party; (iii) not to make any use of the other party's Confidential Information except for the purposes contemplated under this Agreement; (iv) to bind its employees and independent contractors (by agreement or otherwise) to obligations prohibiting such employees and independent contractors from revealing the other party's Confidential Information (except to the extent required by such employee or independent contractor to carry out its obligations under this Agreement or otherwise for the purposes of this Agreement, or as applicable to Autodesk Source Code, whose job duties require them to use the Source Code for the express purposes permitted in Section 2.2); and (v) to require that such other party's Confidential Information be kept in a secure location or manner.

(b) Each party shall notify the other party in writing immediately upon learning of the occurrence of any unauthorized use or disclosure of the Confidential Information of such other party, and shall assist the other party in remedying any unauthorized use or disclosure of such Confidential Information.

7.3 Exceptions. The obligations of Section 7.2 will not apply to any information (or portion thereof) which can be documented: (a) is rightfully received by the receiving party from a third party without restriction or violation of an obligation of confidentiality; (b) is or becomes generally known to the public by other than a breach of duty hereunder by the receiving party; (c) has been approved in advance for release by written authorization of the non-disclosing party; or (d) independently developed by the receiving party without reference to Confidential Information of the disclosing party. It will not be deemed a breach of this Section for a party to disclose the Confidential Information of the other party to a government or judicial entity in response to a valid court order or regulatory requirement; provided that such party promptly notifies the other party in order to permit the other party to seek an appropriate protective or other order limiting the disclosure.

7.4 Terms and Conditions of this Agreement. Although the general nature of this Agreement will not be considered Confidential Information, the specific terms and conditions are Confidential Information. Notwithstanding the foregoing, the parties may disclose such specific terms and conditions under an obligation of confidentiality to their legal counsel, accountants, bankers and financing sources as necessary in connection with obtaining services from these parties.

7.5 Feedback. Licensee may provide to Autodesk reasonable suggestions, comments and other feedback with respect to the Autodesk Materials and/or Autodesk Confidential Information ("Feedback"). Licensee grants Autodesk, under all of Licensee's Intellectual Property Rights, the following worldwide, exclusive, transferable, perpetual, irrevocable, royalty-free, fully paid-up rights to: (a) make, have made, use, copy, modify, and create derivative works of the Feedback as part of any Autodesk product, technology, service, specification or documentation; (b) publicly perform or display, import, broadcast, transmit, distribute, license, offer to sell and sell, rent, lease or lend copies of the Feedback (and derivative works thereof and improvements thereon); and (c) sublicense to third parties the foregoing rights, including the right to sublicense to further third parties.

7.6 U.S. Government Procurements. For U.S. Government procurements, the Software is deemed to be commercial computer software as defined in FAR 12.212 and subject to restricted rights as defined in FAR Section 52.227-19 "Commercial Computer Software License" and DFARS 227.7202 "Commercial Computer Software or Commercial Computer Software Documentation" as applicable, and any successor regulations. Any use, modification, reproduction release, performance, display or disclosure of the Software by the U.S. Government shall be solely in accordance with the terms of this Agreement.

8. WARRANTY AND DISCLAIMER.

8.1 Limited Warranty. Autodesk warrants that, as of the Schedule Effective Date and for ninety (90) days thereafter ("**Warranty Period**"), the Software will provide the features and functions generally described in the Documentation. The foregoing warranty shall not apply if the Software is modified or altered by anyone other than Autodesk without Autodesk's prior consent. In the event of an error within the Warranty Period, as Licensee's sole and exclusive remedy, Autodesk will, at Autodesk's option, repair the Software (which may include corrections or instructions or procedures to bypass the problem until a more permanent correction can be implemented) or replace the Software, or any portion thereof, with a conforming version.

8.2 Disclaimer of Warranty. EXCEPT FOR THE EXPRESS LIMITED WARRANTY PROVIDED IN SECTION 8.1, THE SOFTWARE IS PROVIDED "AS IS" AND AUTODESK AND ITS LICENSORS MAKE AND LICENSEE RECEIVES NO OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED. ANY STATEMENTS OR REPRESENTATIONS ABOUT THE SOFTWARE AND ITS FUNCTIONALITY IN THE DOCUMENTATION OR ANY COMMUNICATION WITH LICENSEE CONSTITUTE TECHNICAL INFORMATION AND NOT AN EXPRESS WARRANTY OR GUARANTEE. AUTODESK AND ITS LICENSORS SPECIFICALLY DISCLAIM ANY OTHER WARRANTIES REGARDING THE AUTODESK MATERIALS OR THE SUPPORT SERVICES PROVIDED HEREUNDER, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. WITHOUT LIMITING THE FOREGOING, AUTODESK DOES NOT WARRANT THAT THE LICENSED MATERIALS OR SUPPORT SERVICES WILL MEET LICENSEE'S REQUIREMENTS OR THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE.

9. LIMITATION OF LIABILITY. IN NO EVENT SHALL AUTODESK OR ITS LICENSORS HAVE ANY LIABILITY FOR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS, REVENUE, OR DATA, BUSINESS INTERRUPTION, OR COST OF COVER OR REPLACEMENT. IN NO EVENT SHALL THE LIABILITY OF AUTODESK OR ITS LICENSORS FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE AUTODESK MATERIALS OR THIS AGREEMENT EXCEED THE AMOUNT PAID OR PAYABLE BY LICENSEE FOR THE SOFTWARE DIRECTLY RESPONSIBLE FOR SUCH DAMAGES. THE LIMITATIONS OF LIABILITY IN THIS SECTION 9 SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW TO ANY DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, WHETHER DERIVED FROM CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE) OR OTHERWISE, EVEN IF AUTODESK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER THE LIMITED REMEDIES AVAILABLE HEREUNDER FAIL OF THEIR ESSENTIAL PURPOSE.

10. INDEMNIFICATION BY AUTODESK.

(a) Autodesk will defend, at its expense, any claim or action brought against Licensee which alleges that the Software infringes a copyright, trademark, trade secret or U.S. patent (collectively, "**Infringement Claim**") provided that Licensee:

- i. promptly provides Autodesk written notice of any Infringement Claim (provided that failure or delay in giving such notice shall not reduce or otherwise relieve Autodesk of any liability it may have under this Section 10, except to the extent that Autodesk is prejudiced thereby);
- ii. gives Autodesk sole control of the defense and settlement thereof (provided that (1) Licensee shall at all times have the right at its sole option to participate in the defense and settlement at its own expense, and (2) without Licensee's prior written consent, Autodesk shall not enter into any settlement that would require Licensee to make any payment or to accept any non-monetary obligations defined as contractual prohibitions against use and other mandatory conducts (e.g. labeling, notices, splash screen requirements, and obligations to license, etc.), which consent shall not be unreasonably withheld); and
- iii. provides all reasonable assistance in connection therewith.

(b) Autodesk will pay any settlement or damages awarded by a court in a final non-appealable judgment arising from such Infringement Claim subject to the limitations set forth in Section 9.

If Licensee's use of the Software is permanently enjoined as a result of the Infringement Claim, or if Autodesk settles the Infringement Claim and the result of the settlement is that Licensee's use of the Software is permanently enjoined, Autodesk shall, at its option:

- i. procure for Licensee the right to continue using the Software on a non-infringing basis at its own cost;
 - ii. modify the Software so that it no longer infringes but continues to meet the specifications, form and functionality as existed in the prior, unmodified infringing version;
 - iii. replace the Software with a functionally equivalent, non-infringing product; or
 - iv. if after diligently and in good faith pursuing the remedies provided in (i) – (iii) above it is determined that none of the foregoing remedies is available on reasonable commercial terms to Autodesk, accept return of the Software and refund the applicable License Fee(s) paid hereunder. Any such refund is subject to the terms of this Agreement, including Section 12.6.
- (c) Notwithstanding Sections 10(a) and 10(b), Autodesk shall have no obligation to defend or indemnify Licensee for any Infringement Claim based on or arising out of:
- i. use of the Software in combination with other software, applications or products if the infringement would not occur but for such combination;
 - ii. any alteration or modification of the Software, unless the alteration or modification was made by Autodesk or with Autodesk's written consent;
 - iii. use of the Software in violation of any terms of this Agreement or otherwise not in accordance with the Documentation;
 - iv. any trademark infringement involving any marking or branding not applied in accordance with Autodesk's trademark usage guidelines; or
 - v. Licensee's failure to implement any Update or Upgrade where the implementation of such Update or Upgrade would have avoided the Infringement Claim and Autodesk notified Licensee of such.

(d) Licensee acknowledges that it has no right of action against Autodesk in respect of any claim that the possession, use, development, modification or maintenance of the Software infringes any of Licensee's Intellectual Property Rights or those of any of Licensee's Affiliates.

THE FOREGOING STATES LICENSEE'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO CLAIMS OF INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS OF ANY KIND.

11. INDEMNIFICATION BY LICENSEE.

Licensee shall indemnify, defend and hold Autodesk harmless from any and all third party claims, damages, losses, liabilities, costs and expenses arising out of or in connection with Licensee's or its employees' or contractors' failure to comply with or violation of any obligations, representations or other terms and conditions of this Agreement or any applicable laws or governmental regulations, or a Licensee Product and the combination of the Software with the Licensee Product (collectively, "**Licensee Claims**"); provided that Autodesk:

(a) promptly provides Licensee written notice of any Licensee Claims (provided that failure or delay in giving such notice shall not reduce or otherwise relieve Licensee of any liability it may have under this Section 11, except to the extent that Licensee demonstrates that defense of such action is materially prejudiced thereby);

- (b) gives Licensee sole control of the defense and settlement thereof (provided that (i) Autodesk shall at all times have the right at its sole option to participate in the defense and settlement at its own expense, and (ii) Autodesk must approve the terms of any settlement that may suggest any culpability on Autodesk's part, impose any non-monetary obligations on Autodesk, or impose any monetary liability on Autodesk that is not covered by Licensee, and such consent shall not be unreasonably withheld); and
- (c) provides all reasonable assistance in connection therewith.

12. EFFECTIVE DATE AND TERMINATION.

12.1 Term. This Agreement shall be effective as of the Agreement Effective Date and the Schedules shall be effective as of the Schedule Effective Date and shall remain in effect, unless terminated pursuant to the terms of this Agreement.

12.2 License Terminations.

(a) The licenses granted under Section 2.2 for a Licensee Product identified on each Schedule A shall remain in effect, unless suspended or terminated pursuant to the terms of this Agreement.

12.3 Suspension and/or Termination by Autodesk.

(a) **Suspension.** Without prejudice to other remedies that may be available, Autodesk may suspend the provision of Support to Licensee in the event Licensee fails to pay to Autodesk any amount due hereunder, and does not correct such failure within ten (10) days after written notice of such failure is delivered to Licensee.

(b) **Termination by Autodesk.** Autodesk may terminate this Agreement and/or a Schedule effective upon delivery of notice of termination to Licensee, if Licensee:

- i. makes an unauthorized assignment of this Agreement in violation of the terms of this Agreement and fails to cure or remedy the effects of such breach within ten (10) days after receiving written notice thereof from Autodesk;
- ii. makes any unauthorized use or disclosure of Autodesk's and/or its Affiliates' Confidential Information or makes any unauthorized use of the Autodesk Materials and fails to cure or remedy the effects of such breach within ten (10) days after receiving written notice thereof from Autodesk; or
- iii. fails to pay to Autodesk any amount due hereunder, and does not correct such failure within ten (10) days after written notice of such failure is delivered to Licensee.

12.4 Termination for Breach. Either party may terminate this Agreement and/or a Schedule immediately upon written notice to the other party of a breach of this Agreement and/or a Schedule if such breach has not been cured within thirty (30) days after receiving written notice thereof.

12.5 Termination for Insolvency. Either party may terminate this Agreement and/or a Schedule upon written notice to the other party if any one of the following events occurs: (a) the other party files a voluntary petition in bankruptcy or otherwise seeks protection under any law for the protection of debtors; (b) a proceeding is instituted against the other party under any applicable bankruptcy and/or insolvency legislation where such proceeding is not dismissed within ninety (90) days; (c) the other party is adjudicated bankrupt; (d) a court assumes jurisdiction of the assets of the other party under a federal reorganization act or equivalent legislation of a foreign jurisdiction; (e) a trustee or receiver is appointed by a court for all or a substantial portion of the assets of the other party; (f) the other party becomes insolvent, ceases or suspends business; or (g) the other party makes an

assignment of the majority of its assets for the benefit of its creditors. Autodesk acknowledges that if Autodesk, as a debtor-in-possession, or a trustee in bankruptcy in a case under the Bankruptcy Code rejects this Agreement for any reason, Licensee may elect to retain its rights under this Agreement as provided in Section 365(n) of the Bankruptcy Code. Upon Licensee's written request to Autodesk or to its bankruptcy trustee, Autodesk or such bankruptcy trustee shall not interfere with the rights of Licensee as provided in this Agreement.

12.6 Effect of Termination. Subject to the limitations set forth below in this Section 12.6, upon termination of this Agreement and/or a Schedule: (a) the rights and licenses respecting the Autodesk Materials and Trademarks granted pursuant to this Agreement and/or a Schedule, as the case may be, will immediately terminate; (b) Licensee shall promptly cease use of the Autodesk Materials and Trademarks, and return to Autodesk within ten (10) calendar days, or (at Autodesk's option) destroy, all electronic and physical copies of the Autodesk Materials; and (c) all unpaid amounts due as of the date of termination shall immediately become due and payable. Notwithstanding the foregoing, if all License Fees have been paid in full, the End User's rights to use the Licensee Products properly distributed by Licensee under this Agreement shall survive termination of this Agreement, unless such rights are otherwise terminated in accordance with the license agreement applicable to such End User. Termination of this Agreement and/or a Schedule shall not entitle Licensee to any refund of the License Fee or the Support Fee (except as expressly set forth in Section 10(b)(iv)).

13. Audit. To ensure compliance with this Agreement, Licensee agrees that upon fifteen (15) business days' notice, Autodesk or Autodesk's authorized representative shall have the right to inspect and audit the records of Licensee and the Site and Licensee's use of the Autodesk Materials, once per annum and at least one time after termination of this Agreement. Any such inspection or audit shall be conducted during regular business hours at the Site, either by Autodesk or by representatives authorized by Autodesk for this purpose. If such inspections or audits disclose Licensee has used the Autodesk Materials in a manner that is not permitted under this Agreement, then Autodesk may terminate this Agreement immediately and Licensee is liable to pay for any unpaid License Fees as well as the reasonable costs of the audit. Any information obtained by Autodesk or Autodesk's authorized representative during the course of such inspection and audit will be used by Autodesk solely for purposes of such inspection and audit and for enforcement of Autodesk's rights under this Agreement and applicable law. Nothing in this Section shall be deemed to limit any legal or equitable remedies available to Autodesk for violation of this Agreement or applicable law.

14. Notices. All notices permitted or required under this Agreement shall be in writing and shall be delivered as follows with notice deemed given as indicated: (a) by personal delivery when delivered personally; (b) by overnight courier upon written verification of receipt; or (c) by certified or registered mail, return receipt requested, five (5) days after deposit in the mail. Addresses used shall be the ones first set forth above or such other address as a party hereto shall notify the other of in writing. All notices to Autodesk will be addressed to the attention of the Legal Department.

15. GENERAL.

MIDDLEWARE LICENSE AGREEMENT

15.1 Entire Agreement. This Agreement and its Schedules constitute the entire agreement between the parties and supersedes any other previous or contemporaneous communications, agreements, representations, or advertising with respect to the subject matter of this Agreement. Any modifications to this Agreement shall be invalid, unless made in writing and signed by a duly authorized representative of Autodesk.

15.2 Publicity. Neither party will issue any press release, marketing or similar materials discussing this Agreement except with the other party's prior written approval.

15.3 Governing Law. This Agreement will be construed, governed and interpreted in accordance with the laws of Singapore, but not the rules relating to the choice of law. In the event of any litigation between the parties, such litigation will be commenced and maintained in the courts of Singapore. The parties expressly submit themselves to the jurisdiction of such courts. The United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement. Except for actions for nonpayment or breach of Autodesk's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than two (2) years after the cause of action has occurred.

15.4 Assignment. Licensee may not assign this Agreement or any rights hereunder (whether by purchase of stock or assets, merger, change of control, operation of law, or otherwise) without the prior written consent of Autodesk and any purported assignment by Licensee shall be void. Autodesk may freely assign this Agreement to any of its Affiliates without the prior written consent of Licensee.

15.5 Captions/Headings. The captions and headings of the Sections contained herein have been inserted for the convenience of the parties and will not be construed as a part of or as modifying any provisions of this Agreement.

15.6 Independent Contractors. It is agreed that the relationship between the parties is that of independent contractors, and nothing contained in this Agreement will be construed or implied to create the relationship of partners, joint venturers, agent and principal, employer and employee, or any relationship other than that of independent contractors. At no time will either party make any commitments or incur any charges or expenses for or in the name of the other party.

15.7 Compliance with U.S. Export Laws. In conformity with laws and regulations of the United States and other countries relating to international trade, Licensee 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 Licensee may be subject. Customer shall be solely responsible for (a) complying with those laws and regulations and (b) monitoring any modifications to them.

15.8 No Waiver. No term or provision hereof will be considered waived, and no breach excused, unless such waiver is in writing signed on behalf of the party against whom the waiver is asserted. No waiver (whether express or implied) will constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach.

15.9 Severability. 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 any other provision of this Agreement in any other jurisdiction.

15.10 Injunctive Relief. It is expressly agreed that a material breach of this Agreement will cause irreparable harm to Autodesk and that a remedy at law would be inadequate. Therefore, in addition to any and all remedies available at law, Autodesk will be entitled to obtain timely injunctive relief or other equitable remedies to protect Autodesk's rights under this Agreement, in addition to any and all other remedies available at law.

15.11 Legal Action. If any legal action arises under this Agreement or by any reason of any asserted breach of this Agreement, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred as a result of such legal action.

15.12 Survival. Sections 1, 2.3, 2.4 (b) and (c) 3, 4, 6, 7, 8, 9, 10, 11, 12.6, 13, and 15 will survive expiration or termination of this Agreement for any reason.

15.13 Construction. Ambiguities in this Agreement will not be construed against the drafter.

15.14 Counterparts and Electronic Transmission. This Agreement and any Schedules, and any amendments to this Agreement, may be executed in any number of counterparts and by the different parties hereto and thereto on separate counterparts, each of which, when so executed and delivered, shall be deemed to be an original of this Agreement and any Schedules, and any amendments to this Agreement and all of which, when taken together, shall be deemed to constitute one and the same agreement. The parties agree that this Agreement and any Schedules, and any amendments to this Agreement may be executed and sent by facsimile transmission and that executed documents sent electronically (e.g., in PDF or other verifiable format) will be considered to be valid and binding.

15.15 Choice of Language. 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.

IN WITNESS WHEREOF, the parties have executed this Agreement through their duly authorized representatives as of the Effective Date.

[LICENSEE]

AUTODESK ASIA PTE LTD

Name:

Title:

Date:

Name:

Title:

Date:

SCHEDULE A-__

SAMPLE ONLY ~ DO NOT DISTRIBUTE


**MIDDLEWARE
SCHEDULE A-1/ORDER FORM**

Schedule Issue Date: License Agreement Date: Middleware Product(s): SDK Access: Licensee Name: Address line 1 Address line 2 City/Region Postal Code/Area Code: Country Licensee Contact Licensee e-mail Telephone #	Proposed Product Release Date(s): Studio(s)*: <p><small>* The use of a Third Party Developer by Licensee is contingent upon the execution of a Third Party Developer Agreement between that Third Party Developer and Autodesk.</small></p> Sales Rep: ADSK Customer #: Purchase Order #: Payment Terms: Currency: USD (\$) VAT# (European Licensees Only):
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License Type	Autodesk Material Description	Qty	Licensee Product (Working Title)	License Fees	Total Fees
License - 1st Platform		1			0.00
License - 1st Platform		1			0.00
License - 1st Platform		1			0.00
License - Additional Platform		1			0.00
License - Additional Platform		1			0.00
License - Additional Platform		1			0.00
License - Additional Platform		1			0.00
License - Additional Platform		1			0.00
Subscription		1			0.00
Subscription		1			0.00
Subscription		1			0.00
Subscription - Renewals		1			0.00
Subscription - Renewals		1			0.00
Subscription - Renewals		1			0.00
Other		1			0.00
Other		1			0.00
Notes:			Total Fees:	0.00	0.00

Licensee
AUTODESK ASIA PTE LTD

Signature

Signature

Print Name

Print Name

Title

Title

Date (Schedule Effective Date)

Date

EXHIBIT A**[SAMPLE, NOT FOR INCLUSION WITH AGREEMENT]****TEMPLATE
AUTODESK MIDDLEWARE
THIRD PARTY DEVELOPER AGREEMENT**

This Third Party Developer Agreement (the "Agreement") is made as of this ___ day of ___, 2014 by and between Autodesk Asia Pte Ltd and located at 3 Fusionopolis Way #10-21 Symbiosis, Singapore 138633 ("Autodesk") and _____, a corporation formed under the laws of _____ and having its headquarters at _____ ("Third Party Developer").

Autodesk and _____ ("Licensee") have entered into a Autodesk Middleware License Agreement dated as of _____, 2014 the "Middleware Agreement"), which permits Licensee to use Autodesk's Middleware Product Licensed Materials ("Licensed Materials") in connection with the development of Licensee's product tentatively titled _____ (the "Licensee Product") as provided specified in Schedule A to the Middleware Agreement. The Middleware Agreement permits Licensee to use the services of a third party developer to assist in the development of the Licensee Application, and permits the Licensed Materials to be disclosed to, and used by, such third party developer in connection therewith, provided that such third party developer agrees to certain provisions of the Middleware Agreement pursuant to this Agreement. Licensee desires to use the services of Third Party Developer to assist in the development of the Licensee Product, and Third Party Developer understands that agrees that it may not provide such services to Licensee unless Third Party Developer enters into this Agreement with Autodesk.

The Third Party Developer acknowledges that it has received a copy of the Middleware Agreement from Licensee and has read and understood the Middleware Agreement. Third Party Developer hereby agrees that:

1. Sections 1, 2.2 (a, b,), 2.3, 3, 4, 7, 8.2, 9, 11, 12.6, 13, 14 and 15 of the Middleware Agreement (the "Applicable Provisions") shall apply to Third Party Developer, as if Third Party Developer was the Licensee. The following physical location of Third Party Developer is added to the Site, as that term is used in the Middleware Agreement:

[INSERT THIRD PARTY DEVELOPER ADDRESS]

2. Third Party Developer's rights to use Licensed Materials are limited by, and subject to, Third Party Developer's strict and continuous compliance with the terms and conditions of the Applicable Provisions.

3. Third Party Developer shall possess and use Licensed Materials only as needed to assist Licensee in the development of the Licensee Product.

4. Third Party Developer's rights to use Licensed Materials shall terminate immediately upon the termination of the Middleware Agreement for any reason.

5. Upon termination of the Middleware Agreement or the completion of Third Party Developer's development activities on the Licensee Product, whichever occurs earlier, Third Party Developer shall delete from electronic storage and memory, and destroy all portions of the Licensed Materials in whatever form they exist, including those portions of the Licensee Application that include the Licensed Materials and are in inventory or are otherwise unlicensed. A senior officer (Executive Vice President or above) of Third Party Developer shall certify to Autodesk that said deletions have occurred and that Third Party Developer is not and shall not continue to use Licensed Materials.

6. Third Party Developer agrees that any rights granted to use Source Code pursuant to the Middleware Agreement are restricted to personnel working in the following countries: Australia, Austria, Belgium, Canada, Czech Republic, Denmark, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Japan, South Korea, Luxembourg, Mexico, the Netherlands, New Zealand, Norway, Poland, Portugal, Slovak Republic, Spain, Sweden, Switzerland, Turkey, United Kingdom and the United States. All copies of Source Code and Documentation (as the term is defined in the Middleware Agreement) made by Third Party Developer shall not be exported to, accessed from or used within any country not named in this Agreement. For the avoidance of doubt, the geographic restrictions expressed herein apply only to Source Code and associated Documentation.

In Witness Whereof, the undersigned are duly authorized by their respective companies to execute this Agreement on behalf of Third Party Developer and Autodesk, as applicable and to bind their respective companies to the terms hereof.

Autodesk Asia Pte Ltd:
By:
Name:
Title:
Date:

Third Party Developer:
By (Signature):
Name:
Title:
Date:

SCHEDULE B**THIRD PARTY MATERIALS**

Without prejudice to anything to the contrary contained herein, Licensee agrees that the additional terms and provisions set forth in this Schedule B shall apply to the Licensee's uses of the Third Party Materials identified below.

THIRD PARTY MATERIALS: [CRI MOVIE]

THIRD PARTY MATERIALS LICENSE TERMS:

The terms below (the "CRI Movie License Terms") apply to Licensee's use of the Third Party Video Codec, known as CRI Movie, that is owned and supplied to Autodesk by CRI Middleware Co., Ltd., a Japanese company having its principal place of business at 9th Floor Sumitomo-Fudosan Aoyamadori Building, 1-7-7 Shibuya, Shibuya-ku, Tokyo, Japan ("CRI"), and that is included in Autodesk Scaleform Video ("CRI Movie"), provided Licensee has paid the applicable additional license fees. With respect to CRI's license to Licensee of rights to and Licensee's use of CRI Movie pursuant to this Agreement, Licensee hereby agrees to the following additional terms for the benefit of CRI:

1. CRI Movie is licensed, not sold, to Licensee. As between CRI and Licensee, CRI owns all right, title, and interest, including all intellectual property rights, in and to CRI Movie and the CRI Marks (as defined below). CRI reserves all rights in CRI Movie and the CRI Marks except as expressly licensed to Licensee hereunder. Licensee shall not, and shall not authorize any third party to, remove, alter, or cover any copyright or other proprietary rights notices on or in any portion of CRI Movie.
2. Licensee's obligations under the Section the Agreement entitled Attributions shall also apply with respect to any Licensee Products developed using CRI Movie; provided, however, that: (a) the "Copyright Notice" for these purposes shall be "Uses CRI Movie. © 2011 CRI Middleware Co., Ltd All rights reserved."; and (b) Licensee's use of the CRI name and mark shall be in accordance with the CRI branding guidelines set forth at http://www.cri-mw.co.jp/index_e.htm. Licensee shall not otherwise use any trade names and/or trademarks, whether registered or unregistered, of CRI (collectively, the "CRI Marks") in any manner whatsoever without CRI's prior written approval. All goodwill arising from Licensee's use of the CRI Marks shall inure to the benefit of CRI and its affiliates.
3. All express and implied warranties regarding CRI Movie, including without limitation any implied warranties of merchantability or fitness for a particular purpose with respect to the use, misuse, or inability to use CRI Movie (in whole or in part), are expressly disclaimed by CRI and its suppliers.
4. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL CRI OR ANY OF ITS AFFILIATES OR SUPPLIERS BE LIABLE TO THE LICENSEE OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA OR PROFITS; OR BUSINESS INTERRUPTION) ARISING FROM OR RELATED TO CRI MOVIE OR USE THEREOF, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE), EVEN IF CRI OR ANY OF ITS AFFILIATES OR SUPPLIERS HAS BEEN ADVISED, OR SHOULD REASONABLY HAVE BEEN AWARE OF, THE POSSIBILITY OF SUCH DAMAGES.
5. CRI is expressly named as an intended third party beneficiary of these CRI Movie License Terms and of Sections entitled (i) License, (ii) License Restrictions and Obligations (excluding Assistance to End Users and Licensee Contact), (iii) Protection of Confidential Information, (iv) Indemnification by Licensee, (v) Effect of Termination, and (vi) General of the Agreement, with the right to enforce these CRI Movie Terms and such Sections directly against the Licensee; provided, however, that (a) as used in such Sections of the Agreement, the term "Licensed Materials" shall be deemed to mean CRI Movie and the term "Autodesk" shall be deemed to mean CRI and (b) such enforcement by CRI directly against Licensee shall be solely in relation to CRI Movie itself.

SCHEDULE C**AUTODESK MIDDLEWARE SUPPORT**

1. Support. Autodesk and/or its Affiliates will undertake commercially reasonable efforts to provide Licensee with Support in the development of the Licensee Product(s) using the Licensed Materials for the Development Platform in accordance with the terms of this Agreement as follows: (a) respond to support requests concerning the installation, configuration, and troubleshooting of the Software submitted to Autodesk at the Autodesk web portal for customers or such other location as Autodesk shall notify to Licensee from time to time; (b) at Autodesk's discretion, to provide work-arounds or correct faults in the Software as per this Schedule C; and (c) make available Updates and Upgrades to Licensee in accordance with the provisions of Section 2 below. Notwithstanding the foregoing, Autodesk reserves the right not to provide Support for any bug fixes or modifications made by Licensee pursuant to Section 2.2(b) of this Agreement. Licensee acknowledges and agrees that Autodesk may subcontract the provision of Support to third parties.

2. Updates and Upgrades. Autodesk will provide Licensee with Updates and Upgrades as and when required in the reasonable opinion of Autodesk and such releases will be subject to the terms of this Agreement except with respect to any mandatory flow-down provisions required by third party technology providers, if any, as provided to Licensee with the Updates and/or Upgrades.

3. Limitation and Conditions. Autodesk's obligation to provide Support shall extend only to the most recent versions of the Software (including any Update or Upgrade) made available by Autodesk to Licensee during the nine (9) month period prior to each Licensee support request. Support does not include any on-site support or software development including code fixing. Autodesk's obligation to provide Support is conditional on Licensee fulfilling its obligations as set out in Section 4 below.

Autodesk shall undertake commercially reasonable efforts to provide responses to Licensee's support requests during the hours of 9:00 a.m. and 17:00 EST during Autodesk's business workdays.

Autodesk shall undertake commercially reasonable efforts to investigate errors in the Software reported by Licensee. Subject to Section 2 above and Sections 8 and 9 of this Agreement, if Autodesk's investigation reveals an error or malfunction in the Software, Autodesk will use commercially reasonable efforts to either correct the error or to provide a suitable workaround or patch. Autodesk does not warrant or guarantee that all claimed or actual Software defects will be corrected. Autodesk retains the right to modify Support but only if the modifications apply generally to all licensees.

Autodesk shall be entitled to decline to provide assistance in respect to a support request that is to be corrected in a forthcoming Update or Upgrade, for a reasonable period prior to the issue of such Update or Upgrade.

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