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## 9. General Provisions

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- 9.5.1 Exceptions to Prohibitions. The prohibitions contained in this Agreement will not apply where and to the extent applicable law does not allow such prohibitions to be enforced. Licensee may have other rights under the laws of the state or country within the Territory where the Licensed Materials are acquired, and this Agreement does not change Licensee's rights under the laws of such state or country if and to the extent the laws of such state or country do not permit this Agreement to do so. Licensee will bear the burden of proof to demonstrate that applicable law does not allow (i) the enforcement of such prohibitions; or (ii) this Agreement to change particular rights in a state or country (and that Licensee has not exceeded the bounds of the unenforceable prohibitions and unchangeable rights).
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- 9.6 <u>No Waiver</u>. No term or provision of this Agreement will be considered waived, and no breach excused, unless such waiver is in writing signed on behalf of the party against which the waiver is asserted. No waiver (whether express or implied) will constitute consent to, waiver of, or excuse of any other, different, or subsequent breach.
- 9.7 <u>Audits</u>. Licensee agrees that Autodesk has the right to require an audit (electronic or otherwise) of the Autodesk Materials and the Installation thereof and Access thereto. As part of any such audit, Autodesk or its authorized representative will have the right, on fifteen (15) days' prior notice to Licensee, to inspect Licensee's records, systems and facilities, including machine IDs, serial numbers and related information, to verify Licensee's Installation of and Access to the Autodesk Materials. Additionally, within fifteen (15) days of the audit request, Licensee will provide to Autodesk all records and information requested by Autodesk in order to verify Licensee's Installation of and Access to the Autodesk Materials. Licensee will provide full cooperation to enable any such audit. If Autodesk determines that Licensee's Installation of or Access to the Autodesk Materials is not in conformity with the applicable agreements or terms of service, Licensee will obtain immediately and pay for valid license(s) to bring Licensee's Installation and Access into compliance and pay the reasonable costs of the audit. In addition to such payment rights, Autodesk reserves the right to seek any other remedies available at law or in equity.
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### 10. Additional Terms.

- 10.1 <u>Rendering</u>. This Section 10.1 (Rendering) applies to the following Software that may be included within the Licensed Materials: (i) Autodesk Maya; and (ii) Autodesk 3ds Max
- 10.1.1 With regard to the Rendering Software (defined below), in addition to any other license granted in this Agreement, Licensee may allow the Rendering Software to be Installed or Accessed on a Networked Basis, solely for Licensee's Internal Business Needs, specifically to render files created with the Software. However, if the Rendering Software is mental ray, and the Software is provided with a finite number of mental ray rendering nodes, then with regard to mental ray the foregoing is restricted to that number of mental ray rendering nodes.
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- 10.1.4 With regard to the mental ray Satellite (defined below) for each of Autodesk 3ds Max, Autodesk Maya and Autodesk Softimage Software each mental ray Satellite executable(s) may run on one (1) or more host no more than four (4) client Computing Devices. With regard to mental ray Satellite, any reference in the Agreement to Computer is hereby deleted and "Computing Device(s)" substituted therefor.

#### 10.1.5 <u>Definitions</u>.

- (1) "mental ray Standalone" means the mental ray Standalone client/server executable, including the mental ray standard shader libraries and utility programs, used specifically for rendering files created with the Software.
- (2) "Rendering Software" means a subset of the Software used specifically for rendering files created with the Software.
- (3) "mental ray Batch Software" means a subset of the Software used: (i) specifically for rendering files created with the Software or (ii) by the Rendering Software specifically for rendering files created with the Software.
- (4) "mental ray Satellite" means the mental ray Satellite server executable, including the mental ray standard shader libraries. mental ray Satellite is functionally equivalent to the mental ray Standalone server executable, used specifically for rendering files created with the Software except it is not able to read and write files in the complete mi2 format.

- (5) "Computing Device" means (i) a single electronic assembly with a maximum of: (a) four (4) CPUs (regardless of the number of cores in each CPU) each CPU having one or more microprocessors, (b) four (4) discrete GPU-based computing boards; or (ii) a software implementation of the single electronic assembly, (a so-called 'virtual machine') described in (i) above, which single electronic assembly accepts information in digital or similar form and manipulates the information for a specific result based on a sequence of instructions.
- 10.2 Exceptions. This Section 10.2 (Exceptions) applies to the following Software that may be included within the Licensed Materials: (i) Autodesk Maya; (ii) Autodesk 3ds Max; and (iii) Autodesk Stingray.
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#### Exhibit A

#### **Definitions**

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