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8.1  Term; Termination or Suspension. Each license under this Agreement, with respect to each specific set of Licensed Materials covered by this Agreement, will become effective as of the latest to occur of: (a) this Agreement becoming effective, (b) payment by Licensee of the applicable fees, excluding licenses (such as evaluation licenses) where no fees are required, (c) delivery of the specific Licensed Materials, and (d) in the case of Autodesk Materials provided in connection with a Relationship Program, upon commencement of the applicable Relationship Program period or fixed term. Each of Autodesk or Licensee may terminate this Agreement, Licensee’s license as to Licensed Materials, Licensee’s Relationship Program, and/or the provision of Services relating to the Licensed Materials if the other party is in breach of this Agreement and fails to cure such breach within ten (10) days after written notice of the breach; however, if Licensee is in breach of Section 1 (License) or Section 2 (License Limitations; Prohibitions), Autodesk may terminate this Agreement, Licensee’s license as to Licensed Materials, Licensee’s Relationship Program, and/or the provision of Services relating to the Licensed Materials immediately upon written notice of the breach. In addition, Autodesk may, as an alternative to termination, suspend Licensee’s license as to the Licensed Materials, Licensee’s Relationship Program, the provision of Services relating to the Licensed Materials, and/or other Autodesk obligations or Licensee rights under this Agreement (or under other terms, if any, relating to materials associated with the Licensed Materials), if Licensee fails to make a payment to Autodesk or a Reseller or otherwise fails to comply with the provisions of this Agreement or other terms relating to any such license, Relationship Program, Services, or other associated materials. Autodesk may also terminate this Agreement if Licensee becomes subject to bankruptcy proceedings, becomes insolvent, or makes an arrangement with Licensee’s creditors. This Agreement will terminate automatically without further notice or action by Autodesk if Licensee goes into liquidation.

Licensee acknowledges and agrees that Autodesk may assign or sub-contract any of its rights or obligations under this Agreement.

8.2  Effect of Termination of Agreement or License. Upon termination or expiration of this Agreement, the licenses granted hereunder will terminate. Upon termination or expiration of any license granted to Licensee, Licensee must cease all use of Autodesk Materials to which such license applies, any Relationship Program (including, without limitation, associated services), and any Services and Uninstall all copies of the Autodesk Materials. At Autodesk’s request, Licensee agrees to destroy or return to Autodesk or the Reseller from which they were acquired all Autodesk Materials. Autodesk reserves the right to require Licensee to show satisfactory proof that all copies of the Autodesk Materials have been Uninstalled and, if so requested by Autodesk, destroyed or returned to Autodesk or the Reseller from which they were acquired. If Licensee’s Relationship Program is terminated or expires, but this Agreement and Licensee’s license to the Licensed Materials remains in effect, any rights of Licensee based on the Relationship Program (including, without limitation, rights with respect to Previous Versions) will terminate, and (unless otherwise authorized by the Relationship Program Terms) Licensee must comply with the obligations of Section 1.2.1 (Effect of Upgrades) with respect to (including the obligations to cease use of, Uninstall and destroy or return) all copies of such Previous Versions.

8.3  Survival. Sections 1.3 (Additional Terms), 1.4 (Other Materials), 1.5 (Authorized Users), 1.6 (Third-Party Licensed Materials), 1.11 (APIs), 2.1.1 (No License Granted;Unauthorized Activities), 2.1.4 (Effect of Unauthorized Use), 2.2 (Circumvention), 3 (All Rights Reserved), 4 (Privacy; Use of Information; Connectivity), 5.2 (Disclaimer), 6 (Warnings), 7 (Limitations of Liability), 8 (Term and Termination), and 9 (General Provisions) and Exhibit A will survive any termination or expiration of this Agreement.

9.  **General Provisions**

9.1  Notices. Notices in connection with this Agreement by either party will be in writing and will be sent by electronic mail, postal service, or a delivery service (such as UPS, FedEx or DHL), except that Licensee may not provide notice to Autodesk of an Autodesk breach or provide notice of termination of this Agreement by electronic mail. Notices from Autodesk to Licensee will be effective (a) in the case of notices by email, one (1) day after sending to the email address provided to Autodesk, or (b) in the case of notices by mail or delivery service, five (5) days after sending by regular post or delivery service to the address provided to Autodesk. Licensee hereby consents to service of process being effected on Licensee by registered mail sent to the address set forth on Licensee’s Customer Information Form (or, if no Customer Information Form has been provided, Licensee’s last address known by Autodesk) if so permitted by applicable law. Notices from Licensee to Autodesk will be effective (a) in the case of notices by email, one (1) day after sending to (and receipt by Autodesk at) CopyrightAgent@autodesk.com, or (b) in the case of notices by mail or delivery service, when received by Autodesk at Autodesk, Inc., 111 McInnis Parkway, San Rafael, California 94903, USA, Attention: Copyright Agent. If Licensee participates in a Relationship Program, either party may also provide notice as set forth in the Relationship Program Terms.

9.2  Governing Law and Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of (a) Ireland if Licensee acquired the Autodesk Materials in a country in Europe, Africa or the Middle East, (b) Singapore if Licensee acquired the Autodesk Materials 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 Licensee acquired the Autodesk Materials in a country in the Americas (including the Caribbean) or any other country not specified in this Section 9.2 (Governing Law and Jurisdiction). 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 Licensee has acquired the Autodesk Materials 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 Ireland, 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.

9.3  No Assignment; Insolvency. 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 Autodesk's prior written consent, which may be withheld in Autodesk's sole and absolute discretion, and any unauthorized purported assignment by Licensee will be void. In the context of any bankruptcy or similar proceeding, Licensee acknowledges and agrees this Agreement is and shall be treated as an executory contract that may not be assumed and/or assigned without Autodesk's prior written consent, which consent may be withheld in Autodesk's sole and absolute discretion whether pursuant to Section 365(c)(1) of Title 11 of the United States Code or any other applicable law respecting the treatment of executory contracts within bankruptcy. Any assignment (regardless of how or on what basis the assignment may occur) will be conditioned on compliance with the following: at least thirty (30) days before assigning or agreeing to any assignment of rights under this Agreement (including transferring any copies of or right to use the Software), (a) Licensee must provide written notice to Autodesk, Uninstall all copies of the Software, and (without limitation of the generality of Section 9.7 (Audits)) allow Autodesk or its designee to inspect the records, systems and facilities of (or operated for) Licensee and its subsidiaries and affiliates to verify (by any means available to Autodesk, whether remotely or on premises) that all copies of the Software have been Uninstalled, (b) the proposed assignee must agree to comply (and Licensee must ensure that the assignee will comply) with all of the obligations of this Agreement with respect to such Software, which agreement must provide that Autodesk is a third-party beneficiary of the assignee’s agreement, and the assignee must provide a copy of the agreement to Autodesk, and (c) Licensee and proposed assignee must comply with all other transfer procedures identified by Autodesk.

9.4  Autodesk Subsidiaries and Affiliates. Licensee acknowledges and agrees that Autodesk may arrange to have its subsidiaries and affiliates engage in activities in connection with this Agreement, including, without limitation, delivering Autodesk Materials and providing Relationship Programs and Services, provided that Autodesk (and not such subsidiaries and affiliates) will remain subject to the obligations of Autodesk under this Agreement. Licensee also agrees that Autodesk’s subsidiaries and affiliates may enforce (including taking actions for breach of) this Agreement.

9.5  Exceptions to Prohibitions; Severability.

        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).

        9.5.2  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 will be ineffective as to the jurisdiction in which it is illegal, invalid, or unenforceable to the extent of its illegality, invalidity, or unenforceability and will 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 will not in any way affect the legality, validity, or enforceability of such provision or any other provision of this Agreement in any other jurisdiction.

9.6  No Waiver. 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  Audits. 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.

9.8  Language. The English language version of this Agreement is legally binding in case of any inconsistencies between the English version and any translations. If Licensee purchased the license for the Licensed Materials in Canada, Licensee agrees to the following: 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 ainsi que tous les documents, y compris tous avis qui s'y rattachent, soient rédigés en langue anglaise.

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

9.10  Force Majeure. Autodesk will not be liable for any loss, damage or penalty resulting from delays or failures in performance resulting from acts of God, supplier delay or other causes beyond Autodesk's reasonable control.

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9.12  Export Control. Licensee acknowledges and agrees that the Autodesk Materials and Services (including any data submitted by Licensee in connection with a Service and any Licensee-specific output generated by a Service) are subject to the export control and trade sanctions laws, rules and regulations of the United States and may be subject to the export control and trade sanctions laws, rules and regulations of other countries, including but not limited to countries where Licensee is located or operates. Together, these United States and other country laws, rules, and regulations are referred to as the “Export Control Laws.” Licensee will comply with the Export Control Laws in all respects. Licensee represents, warrants and covenants that neither Licensee nor Licensee’s Personnel (i) are a citizen or resident of, or located within, a nation or region that is subject to U.S. trade sanctions or other significant trade restrictions (including, without limitation, the Crimean peninsula, Cuba, Iran, Sudan, Syria and North Korea), (ii) are identified on any applicable government restricted party lists (including, without limitation, the U.S. Treasury Department's Sectoral Sanctions List and List of Specially Designated Nationals and Blocked Persons, the U.S. Department of Commerce’s Denied Party List, Entity List and Unverified List and the U.S. Department of State’s proliferation-related lists), (iii) will, unless otherwise authorized under the Export Control Laws, use Autodesk Materials or Services in connection with any restricted end use, including, without limitation, design, analysis, simulation, estimation, testing, or other activities related to nuclear activities, chemical/biological weapons, rocket systems or unmanned air vehicles, or (iv) will use the Autodesk Materials or Services to disclose, transfer, download, export, or re-export, directly or indirectly, any Licensee-specific output generated by the Autodesk Materials or Services, Licensee content, third party content, or any other content or material to any country, entity, or party that is ineligible to receive such items under the Export Control Laws or other laws or regulations to which Licensee may be subject. Licensee understands that the requirements and restrictions of the Export Control Laws as applicable to Licensee may vary depending on the Autodesk Materials or Services provided under this Agreement and may change over time. If Licensee learns that Autodesk Materials or Services have been provided to any person or entity in violation of the Export Control Laws, Licensee will notify Autodesk immediately. If Autodesk determines that a violation of the Export Control Laws should be disclosed to the applicable export control authority, provide such assistance and information as Autodesk reasonably requests in connection with such disclosure.

9.13  Entire Agreement. This Agreement and any other terms referenced in this Agreement (such as the Relationship Program Terms and the Services Terms) constitute the entire agreement between the parties (and merge and supersede any prior or contemporaneous agreements, discussions, communications, agreements, representations, warranties, advertising or understandings) with respect to the subject matter hereof, except that particular Autodesk Materials may be subject to additional or different terms associated with such Autodesk Materials. The parties acknowledge that, in entering into this Agreement, they are not relying on any agreements, discussions, communications, agreements, representations, warranties, advertising or understandings other than as expressly set forth in this Agreement. Licensee acknowledges and agrees that Autodesk may add to or change the Relationship Program Terms and the Services Terms from time to time, provided that Autodesk will provide written notice of the additions or changes (and may allow Licensee not to renew, may permit Licensee to terminate, and may offer other options with respect to Relationship Programs or Services) before the additions or changes are effective as to Licensee. In the event of a conflict between this Agreement and any other terms of Autodesk (including, without limitation, the Relationship Program Terms, the Services Terms, or such additional or different terms), the other terms will apply. Terms stipulated by Licensee in any communication by Licensee which purport to vary this Agreement or such other terms will be void and of no effect unless agreed in a writing signed by an authorized representative of Autodesk. Any other modifications to this Agreement will also be invalid unless agreed to in a writing signed by an authorized representative of Autodesk.

10.  **Additional Terms.**

10.1  Rendering. 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.

        10.1.2  With regard to the mental ray Batch Software (defined below), in addition to any other license granted in this Agreement, Licensee may allow the mental ray Batch Software to be Installed or Accessed on a Networked Basis, solely for Licensee’s Internal Business Needs, and used (i) specifically to render files created with the Software; or (ii) by the Rendering Software specifically to render files created with the Software. The total number of CPUs used by the mental ray Batch Software cannot exceed the number specified in the License Identification.

        10.1.3  With regard to the mental ray Standalone (defined below), Licensee may allow the mental ray Standalone to be Installed or Accessed, on a Networked Basis, solely on Computing Device(s) (defined below) solely for Licensee’s Internal Business Needs specifically to render files created with the Software. With regard to mental ray Standalone, any reference in the Agreement to Computer is hereby deleted and “Computing Device(s)” substituted therefor.

        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  Definitions.

(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.

        10.2.1  Notwithstanding the provisions set forth in Section 2.1.1 (No License Granted; Unauthorized Activities) if: (i) the Redistributable Component (defined below) operates with the Software and with Licensee Application; and (ii) the Redistributable Component is linked to Licensee Application; then Licensee may reproduce and distribute the Redistributable Component and Licensee Application together, subject to Licensee’s strict adherence to all of the following terms and conditions:

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        10.2.2  Definitions.

(1) "Licensee Application" means, with regard to the Software, a Modification made by Licensee for designing, developing, and testing an application program made by Licensee.

(2) "Modification" means any: (i) addition to the substance of a Sample or any addition to the substance of the contents of a file containing a Sample; (ii) any deletion from the structure of a Sample, or any deletion from the structure of the contents of a file containing a Sample; and/or (iii) any new file that contains any part of a Sample; all of which, in Autodesk’s sole discretion, ensures that the Sample is not the primary source of value.

(3) "Redistributable Component" means the Sample(s) and/or a Modification.

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**Exhibit A**

**Definitions**

1. “Access” or “Accessible” means, with respect to a computer program or other materials, (a) to use or execute the computer program or other materials or (b) to use or otherwise benefit from the features or functionality of the computer program or other materials.

2. “Agreement” means this License and Services Agreement, including all exhibits and schedules thereto, as the License and Services Agreement may be amended from time to time in accordance with the terms thereof.

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11. “Evaluation Purposes” means purposes of evaluation and demonstration of the capabilities of the Software or Supplemental Materials but excludes competitive analysis and any commercial, professional, or other for-profit purposes.

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13. “Faculty” means an individual person who is an employee or independent contractor working for a Qualified Educational Institution.

14. “Install” and “Installation” means, with respect to a computer program or other materials, to copy the program or other materials onto a hard disk or other storage medium.

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