

Buzzsaw Sync

## AUTODESK SOFTWARE LICENSE AGREEMENT

REVISED JULY 2006

U.S. - Canada

IMPORTANT, PLEASE READ THIS FIRST. THIS IS A LICENSE AGREEMENT.

AUTODESK IS WILLING TO LICENSE THE ACCOMPANYING SOFTWARE ONLY UPON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS CONTAINED IN THIS LICENSE AGREEMENT AND ANY SUPPLEMENTARY OR UNIQUE LICENSE TERMS INCLUDED HEREWITH ("AGREEMENT").

READ THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY BEFORE SELECTING THE "Agree" BUTTON AT THE BOTTOM OF THE PAGE. PLEASE USE THE SCROLL BAR ON THE RIGHT TO READ THE REST OF THIS AGREEMENT. BY SELECTING THE "Agree" BUTTON, YOU ARE CONSENTING TO BE BOUND BY ALL THE TERMS OF THE AGREEMENT AND THE SOFTWARE WILL BE INSTALLED.

IF YOU ARE NOT WILLING TO BE BOUND BY THIS AGREEMENT AND YOU DO NOT AGREE TO ALL OF ITS TERMS AND CONDITIONS, SELECT "Cancel" - WHICH WILL CANCEL THE LOADING OF THE SOFTWARE -- AND, WITHIN THIRTY (30) DAYS FROM PURCHASE, RETURN THIS SOFTWARE TO THE LOCATION WHERE YOU ACQUIRED IT FOR A FULL REFUND, IN ACCORDANCE WITH THE RELEVANT RETURN POLICY.

YOUR USE OF THE SOFTWARE ALSO INDICATES YOUR ASSENT TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

COPYING OR USE OF THIS SOFTWARE OR ITS DOCUMENTATION EXCEPT AS PERMITTED BY THIS AGREEMENT IS UNAUTHORIZED AND IS COPYRIGHT INFRINGEMENT UNDER THE LAWS OF YOUR COUNTRY. IF YOU COPY OR USE THIS SOFTWARE OR ITS DOCUMENTATION WITHOUT PERMISSION OF AUTODESK, YOU ARE VIOLATING THE LAW. YOU MAY BE LIABLE TO AUTODESK FOR DAMAGES, AND YOU MAY BE SUBJECT TO CRIMINAL PENALTIES.

NOTE: IF THIS COPY OF THE SOFTWARE IS DESIGNATED AS A DEMONSTRATION OR EVALUATION COPY, THE FOLLOWING TWO PARAGRAPHS ALSO APPLY TO YOU:

THIS SOFTWARE IS MADE AVAILABLE FOR A 30-DAY EVALUATION PERIOD ONLY, UNLESS OTHERWISE SPECIFIED BY AUTODESK IN WRITING. TO EXTEND YOUR USE OF THE SOFTWARE, YOU MUST CONTACT AUTODESK OR AN AUTODESK AUTHORIZED RESELLER TO REMIT THE PURCHASE PRICE AND RECEIVE NEW PAID-IN-FULL COPY ENTITLING YOU TO THE COMMERCIAL LICENSE RIGHTS GRANTED BELOW.

DURING THE EVALUATION PERIOD, YOU MAY USE ONE COPY OF THE SOFTWARE ONLY TO EVALUATE IT. USE DURING THE EVALUATION PERIOD FOR ANY OTHER PURPOSE, INCLUDING COMPETITIVE ANALYSIS OR COMMERCIAL USE, IS STRICTLY PROHIBITED. UPON YOUR PURCHASE OF A LICENSE FOR THIS SOFTWARE, USE OF THE SOFTWARE SHALL NO LONGER BE SUBJECT TO THE FOREGOING RESTRICTION.

NOTE: IF THIS COPY OF THE SOFTWARE IS DESIGNATED AS A FIXED-TERM LICENSE, A LIMITED DURATION LICENSE OR A RENTAL LICENSE, THE FOLLOWING PARAGRAPH ALSO APPLIES TO YOU: THIS SOFTWARE IS MADE AVAILABLE FOR THE FIXED-TERM FOR WHICH YOU HAVE PAID AND WILL CEASE TO OPERATE ON THE EXPIRATION OF THAT FIXED-TERM. USE OF THIS SOFTWARE AFTER THE EXPIRATION OF THE FIXED-TERM, OR ANY ATTEMPT TO DEFEAT THE DISABLING FUNCTION, WILL BE IN VIOLATION OF THIS AGREEMENT AND MAY CONSTITUTE COPYRIGHT INFRINGEMENT.

#### 1. GRANT OF LICENSE.

Autodesk, Inc. ("Autodesk") grants you a nonexclusive, nontransferable license to use this program (the "Software") and its manual, if any, and other accompanying material ("Documentation") with equipment owned by you or under your control, according to the terms and conditions of this Agreement. This Agreement permits a single user to install and use the Software on only one computer at one location at any one time.

**Educational Version:** If this Software is an Educational Version, you may use it only for the purpose of instruction and for personal learning purposes, and for no other purpose. Educational Versions of the Software may not be used for commercial, professional, or for-profit purposes.

**Evaluation Version:** If this Software is identified as a demonstration, evaluation, or NFR version, you may use it only for the purpose of commercial evaluation and demonstration. You may not use it for competitive analysis, or commercial, professional, or for-profit purposes.

IF YOUR LICENSE IS FOR BUZZSAW OR AUTODESK STREAMLINE, THE FOLLOWING THREE PARAGRAPHS APPLY:

**Backup Copy:** Regardless of which version of the Software you have acquired, you may make one archival (backup) copy of the Software. Such archival copy may not be installed on another computer, unless such computer is a partitioned drive of a server to which only the authorized user has access. In any event, the archival copy may not be used or installed as long as another copy of the Software is installed on any computer. If the Documentation is in printed form, it may not be copied. If the Documentation is in electronic form, it may not be duplicated electronically, however, you may print out one (1) copy, which may not be copied.

**Additional Installation:** Except with Educational, Student and Evaluation Versions, you may make a second copy of the Software on the hard disk of a second computer owned by you or under your control provided that (1) the original and second copies are used only by the same person; (2) the second copy is installed and used only a notebook computer, home computer, or other non-server computer away from your usual work location for the purpose of enabling you to perform work while away from your usual work location; (3) only one of the Software copies is in use at any one time; (4) the second copy of the Software is used exclusively with the copy protection device (if any) supplied with the Software, and (5) the Software is not licensed and/or labeled as an Educational Version or Student Version.

**Upgrades:** If this Software is labeled as an upgrade ("New Version") to software previously licensed to you ("Previous Version"), you must destroy all copies of the Previous Version, including any copies resident on your hard disk drive, and upon request by Autodesk return any Documentation to Autodesk or your Autodesk Authorized Reseller within sixty (60) days of acquiring the New Version. Autodesk reserves the right to require you to show satisfactory proof that the Previous Version has been destroyed. In the event Autodesk or an authorized third-party in connection with the Software licensed to you hereunder provides you additional software that supplements or extends the Software, that additional software shall be subject to the terms and conditions of this Agreement unless otherwise specified at the time of delivery.

Notwithstanding the foregoing, you may retain and need not destroy the Previous Version and may use the Previous Version solely if necessary for the purposes of (1) installing the New Version hereby licensed and (2) for archival (backup) purposes in order to reinstall the New Version hereby licensed if the initial installation fails. Under no circumstances may you operate the Previous Version.

License Term: Subject to the terms and conditions of this Agreement, the license to use the Software is a fixed-term license, a limited duration license or a rental license, and in each case the term of the license shall be the term for which you have paid.

FOR STUDENT VERSIONS ONLY, THE FOLLOWING SIX PARAGRAPHS APPLY:

Autodesk, Inc. ("Autodesk") grants you a nonexclusive, nontransferable license to use this program (the "Software") and its electronic manual and other accompanying material ("Documentation") with equipment owned by you or under your control, according to the terms and conditions of this Agreement for the term period outlined on the packaging which begins the date on which you install the Software. This Agreement permits a single user to install and use the Software on only one computer at one location at any one time. Use of this Software beyond the term period outlined on the packaging, or any attempt to defeat the time-control disabling function in the Software is an unauthorized use and shall constitute a violation of this Agreement and copyright laws.

This Software is a Student version of the Software and it may be used only by the degree-seeking student or, faculty or staff member of the institutions referred to below, who acquired it AND only for study and instruction and not for commercial, professional, or for-profit purposes. Student versions of the Software may not be used by an education institution in a lab environment for instruction purposes. A degree-seeking student is defined as student currently enrolled in a secondary education institution or a student currently enrolled in at least three (3) credit hours in a degree-granting program or who can confirm current enrollment in at least a nine (9) month certificate-granting program at a college or university.

Backup Copy: This Agreement permits you to make only one archival (backup) copy of the Software. Such archival copy may not be installed on another computer, unless such computer is a partitioned drive of a server to which only the authorized user has access. In any event, the archival copy may not be used or installed as long as another copy of the Software is installed on any computer. If the Documentation is in printed form, it may not be copied. If the Documentation is in electronic form, you may print out one (1) copy, which may not be copied.

Upgrades: This Software is not upgradeable.

NOTE: ALL REMAINING PROVISIONS OF THIS AGREEMENT APPLY TO ALL VERSIONS OF THIS SOFTWARE.

## 2. RESTRICTIONS.

You May Not:

1. copy or use the Software or Documentation except as permitted by this Agreement.
2. reverse engineer, decompile, or disassemble the Software except to the extent permitted by law where this is indispensable to obtain the information necessary to achieve interoperability of an independently created program with the Software or with another program and such information is not readily available from Autodesk or elsewhere. You may not decompile, reverse engineer, or disassemble the Software if such information is available by licensing any Autodesk Software Developer's Kit.
3. distribute, rent, loan, lease, sell, sublicense, or otherwise transfer all or part of the Software, Documentation or any rights granted hereunder to any other person without the prior written consent of Autodesk.
4. install or use the Software over the Internet, including, without limitation, use in connection with a Web hosting or similar service, or make the Software available to third parties via the Internet on your computer system or otherwise.
5. remove, alter, or obscure any proprietary notices, labels, or marks from the Software or Documentation.
6. modify, translate, adapt, arrange, or create derivative works based on the Software or Documentation for any purpose.
7. utilize any equipment, device, software, or other means designed to circumvent or remove any form of copy protection used by Autodesk in connection with the Software, or use the Software together with any authorization code, serial number, or other copy protection device not supplied by Autodesk directly or through an Authorized Autodesk Reseller.

8. export the Software or Documentation in violation of U.S. or other applicable export control laws.
9. use the Software, or Documentation outside of the country of purchase.
10. rent, loan, license, re-license, re-distribute, or provide commercial hosting services to third parties with this Software or any component portion of the Software without Autodesk's prior written permission.

### 3. COPYRIGHT.

Title and copyrights to the Software, Documentation and accompanying materials, if any, and any copies made by you remain with Autodesk and its licensors. The structure, organization, and code of the Software are valuable trade secrets of Autodesk and its licensors. Unauthorized copying of the Software or Documentation, or failure to comply with the above restrictions, will result in automatic termination of this Agreement. This Agreement does not grant you any intellectual property rights.

### 4. GENERAL LIMITED WARRANTY.

Autodesk warrants, as of the date on which the Software is delivered by Autodesk and for a period of ninety (90) days thereafter, the Software will provide the features and functions generally described in the Documentation and that the media on which the Software is furnished, if any, the Documentation accompanying the Software will be free from defects in materials and workmanship under normal use. EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTIES, AUTODESK MAKES AND YOU RECEIVE NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR IN ANY COMMUNICATION WITH YOU, AND AUTODESK SPECIFICALLY DISCLAIMS ANY OTHER WARRANTY INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AUTODESK DOES NOT WARRANT THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE. The above exclusions may not apply to you as some jurisdictions do not allow the exclusion of implied warranties. In addition to the above warranty rights, you may also have other rights, which vary from jurisdiction to jurisdiction.

Autodesk's entire liability and your exclusive remedy under the warranties made in this Agreement will be, at Autodesk's option, to attempt to correct or work around errors, to replace the defective media, if any;

Documentation; or to refund the purchase price and terminate this Agreement. This remedy is subject to the return of the defective media, or Documentation with a copy of your receipt to your local Autodesk office within ninety (90) days from the date of its delivery to you.

## 5. DISCLAIMER.

COMPUTER-AIDED DESIGN SOFTWARE AND OTHER TECHNICAL SOFTWARE ARE TOOLS INTENDED TO BE USED BY TRAINED PROFESSIONALS ONLY. THEY ARE NOT SUBSTITUTES FOR YOUR PROFESSIONAL JUDGMENT. COMPUTER-AIDED DESIGN SOFTWARE AND OTHER TECHNICAL SOFTWARE ARE INTENDED TO ASSIST WITH PRODUCT DESIGN AND ARE NOT SUBSTITUTES FOR INDEPENDENT TESTING OF PRODUCT STRESS, SAFETY AND UTILITY. DUE TO THE LARGE VARIETY OF POTENTIAL APPLICATIONS FOR THE SOFTWARE, THE SOFTWARE HAS NOT BEEN TESTED IN ALL SITUATIONS UNDER WHICH IT MAY BE USED. AUTODESK SHALL NOT BE LIABLE IN ANY MANNER WHATSOEVER FOR THE RESULTS OBTAINED THROUGH THE USE OF THE SOFTWARE. PERSONS USING THE SOFTWARE ARE RESPONSIBLE FOR THE SUPERVISION, MANAGEMENT AND CONTROL OF THE SOFTWARE. THIS RESPONSIBILITY INCLUDES, BUT IS NOT LIMITED TO, THE DETERMINATION OF APPROPRIATE USES FOR THE SOFTWARE AND THE SELECTION OF THE SOFTWARE AND OTHER PROGRAMS TO ACHIEVE INTENDED RESULTS. PERSONS USING THE SOFTWARE ARE ALSO RESPONSIBLE FOR ESTABLISHING THE ADEQUACY OF INDEPENDENT PROCEDURES FOR TESTING THE RELIABILITY AND ACCURACY OF ANY PROGRAM OUTPUT, INCLUDING ALL ITEMS DESIGNED BY USING THE SOFTWARE.

## 6. LIMITATION OF LIABILITY.

IN NO EVENT WILL AUTODESK OR ANY OF ITS LICENSORS BE LIABLE FOR ANY LOSS OR DAMAGES OF ANY KIND, INCLUDING LOSS OF DATA, LOST PROFITS, COST OF COVER, OR OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE OR DOCUMENTATION, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY. THIS LIMITATION WILL APPLY EVEN IF AUTODESK OR ANY AUTODESK RESELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. IN ADDITION, IN NO EVENT SHALL THE LIABILITY OF AUTODESK OR ITS LICENSORS FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THIS AGREEMENT EXCEED THE LESSER OF EITHER (I) THE AMOUNT OF FEES PAID BY LICENSEE TO AUTODESK UNDER THIS AGREEMENT DURING THE SIX (6) MONTHS PRECEDING THE ORIGINAL CLAIM, OR (II) \$10,000. YOU ACKNOWLEDGE THAT THE LICENSE FEE REFLECTS THIS ALLOCATION OF RISK.

AUTODESK SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER ARISING FROM LOSS OR THEFT OF THE SOFTWARE OR OF ANY COPY PROTECTION DEVICE/CODE WITH WHICH THE SOFTWARE IS SUPPLIED. SPECIFICALLY, AUTODESK SHALL NOT BE OBLIGATED TO REPLACE ANY LOST OR STOLEN SOFTWARE OR

COPY PROTECTION DEVICE/CODE. YOU ARE SOLELY RESPONSIBLE FOR SAFEGUARDING THE SOFTWARE AND ANY COPY PROTECTION DEVICE/CODE FROM LOSS OR THEFT AND PROTECTING YOUR INVESTMENT THROUGH INSURANCE OR OTHERWISE.

THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

#### 7. RESTRICTED RIGHTS FOR U.S. GOVERNMENT CUSTOMERS.

The Software and Documentation is provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the United States Government or any agency, department, or instrumentality thereof is subject to the restrictions set forth in the Commercial Computer Software -- Restricted Rights clause at FAR 52.227-19 or the Commercial Computer Software -- Licensing clause at NASA FAR Supplement 1852.227-86. Manufacturer is Autodesk, Inc., 111 McInnis Parkway, San Rafael, California 94903.

#### 8. CANADIAN LICENSES.

If you purchased this product in Canada, you agree 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. GENERAL.

- A. This Agreement and the license granted hereby shall terminate without further notice or action by Autodesk if you, the licensee, become bankrupt, make an arrangement with your creditors or go into liquidation.
  
- B. This Agreement and any disputes arising out of or in connection with this Agreement shall be governed by California law without reference to conflict-of-laws principles and excluding by the UN Convention on



Contracts for the Sale of Goods. You hereby submit to the exclusive personal jurisdiction of and venue in the Superior Court of the State of California, County of Marin or County of Santa Clara, and the United States District Court for the Northern District of California in San Francisco. This Agreement is the entire agreement between us and supersedes any other communications or advertising with respect to the Software and Documentation.

- C. If any provision of this Agreement is found to be invalid or otherwise unenforceable, the further conditions of this Agreement will remain fully effective and the parties will be bound by obligations which approximate, as closely as possible, the effect of the provision found invalid or unenforceable, without being themselves invalid or unenforceable.
  
- D. Autodesk grants you a personal, non-assignable, non-exclusive, limited-term license to use the Software, only in conjunction with your subscription to the related Software services, on a single computer, with a single CPU processor. Accordingly, your license to the Software shall only be valid during the period a valid and fully-paid subscription to the related services. You cannot use the Software after your subscription expires unless you renew or extend your subscription. By renewing or extending your subscription, you will be entitled to continue using the Software for a specified period of time beyond the date when your previous subscription would have otherwise ended. All the terms and conditions of this Agreement will continue to apply to your use of the Software during any subsequent renewal periods unless otherwise specified. After the expiration of your subscription, you may not be able to open, view and print any documents you created or modified with the Software.
  
- E. You hereby acknowledge and agree that your use of or access to any Autodesk hosted application services provided shall, in addition to this Agreement, be governed by the Collaboration Services Terms of Use Agreement ("Terms of Use"), available at <http://www.autodesk.com/buzzsaw-terms>, or any successor or replacement site designated by Autodesk in its sole discretion. The Terms of Use contain substantial additional terms and conditions governing your use of or access to the services related to the Software and Autodesk is willing to license the accompanying Software to you only upon the condition that you accept all the terms and conditions contained in the Terms of Use.

