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AUTODESK, INC.
SOFTWARE LICENSE AGREEMENT

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

AUTODESK IS WILLING TO LICENSE THE ACCOMPANYING SOFTWARE TO YOU, THE UNDERSIGNED LICENSEE, 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").

YOUR USE OF THE SOFTWARE ALSO INDICATES YOUR ASSENT TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. YOU AGREE THAT NO CONFLICTING OR ADDITIONAL TERMS OR CONDITIONS WITH RESPECT TO THE USE OF THE SOFTWARE SUBMITTED BY YOU TO AUTODESK ON A PURCHASE ORDER, INCLUDING ANY PRE-PRINTED TERMS, OR OTHERWISE SHALL BE BINDING ON AUTODESK. YOU MAY ALSO BE REQUIRED TO ACCEPT THE TERMS OF THIS AGREEMENT WHEN YOU INSTALL THE SOFTWARE. DURING SUCH INSTALLATION, BY SELECTING THE "YES" BUTTON, YOU ARE CONSENTING TO BE BOUND BY ALL THE TERMS OF THIS AGREEMENT AND THE SOFTWARE WILL BE INSTALLED. IF YOU SELECT THE "NO" BUTTON, THAT WILL CANCEL LOADING OF THE SOFTWARE AND YOU MAY NOT USE AND MUST RETURN, WITHIN THIRTY (30) DAYS OF PURCHASE, THE SOFTWARE TO THE LOCATION WHERE YOU ACQUIRED IT, IN ACCORDANCE WITH THE RELEVANT RETURN POLICY. TO THE EXTENT THERE IS ANY CONFLICT BETWEEN THE TERMS OF THIS AGREEMENT AND THE LICENSE AGREEMENT THAT APPEARS ON INSTALLATION, THE TERMS OF THIS AGREEMENT SHALL CONTROL. 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 YOUR AUTHORIZATION CODE OR 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 NON-EXCLUSIVE, NONTRANSFERABLE LICENSE TO USE THE ACCOMPANYING SOFTWARE PROGRAM ("SOFTWARE") 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 A SINGLE COMPUTER AT ONE LOCATION AT ANY GIVEN TIME.

FOR THE PURPOSES OF THIS AGREEMENT, "USE" MEANS LOADING THE SOFTWARE INTO RAM, AS WELL AS INSTALLATION ON A HARD DISK OR OTHER STORAGE DEVICE (OTHER THAN A NETWORK SERVER). YOU MAY ACCESS THE SOFTWARE FROM A HARD DISK, OVER A NETWORK, OR ANY OTHER METHOD YOU CHOOSE, SO LONG AS YOU OTHERWISE COMPLY WITH THIS AGREEMENT.

NETWORK VERSION: IF THIS SOFTWARE IS A NETWORK VERSION, YOU MAY USE THE SOFTWARE ONLY OVER A PROTECTED NETWORK ENVIRONMENT, FOR YOUR OWN INTERNAL BUSINESS NEEDS, WITH THE AUTODESK LICENSE MANAGER TOOL, AND YOU MAY INSTALL THE SOFTWARE AND OPERATE THE AUTODESK LICENSE MANAGER TOOL ON A SINGLE SERVER COMPUTER IN A SINGLE LOCATION WHICH MAY BE ACCESSED BY OTHER COMPUTERS, OR ON AN INDIVIDUAL COMPUTER, AS A MULTIPLE-USER INSTALLATION WITH EITHER:

(I) THE MAXIMUM NUMBER OF CONCURRENT USERS BEING ONE (1), SO THAT MULTIPLE INDIVIDUALS MAY ACCESS OR USE THE SOFTWARE, BUT THAT ONLY ONE PERSON AT A TIME MAY DO SO; OR

(II) THE MAXIMUM NUMBER OF CONCURRENT USERS BEING MORE THAN ONE (1), IN WHICH CASE YOU MUST PURCHASE AN ADDITIONAL LICENSE FOR EACH ADDITIONAL CONCURRENT USER.

USE OF SOFTWARE OR ANY DEVICE THAT REDUCES THE NUMBER OF COMPUTERS/DEVICES WHICH ACCESS THE SOFTWARE WHEN USED IN A SERVER CONFIGURATION DOES NOT REDUCE THE NUMBER OF LICENSES REQUIRED.

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.

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 ACCOMPANYING MATERIALS THAT COME WITH THE SOFTWARE ARE IN PRINTED FORM, IT MAY NOT BE COPIED. IF THE ACCOMPANY MATERIALS ARE 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 ON EITHER (I) WITH RESPECT TO NETWORK VERSIONS, A REDUNDANT SERVER THAT MAKES THE SOFTWARE AVAILABLE FOR USE ONLY WHEN YOUR PRIMARY SERVER ON WHICH THE SOFTWARE IS INSTALLED BECOMES INOPERABLE, OR (II) 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 ACCOMPANYING MATERIALS PROVIDED WITH THE SOFTWARE TO AUTODESK 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.

AUTHORIZATION CODE: IF THIS SOFTWARE REQUIRES AN AUTHORIZATION CODE, YOU MUST REGISTER YOUR PURCHASE OF THIS SOFTWARE WITH AUTODESK BEFORE AN AUTHORIZATION CODE SHALL BE ISSUED TO YOU, AND AUTODESK SHALL MAINTAIN YOUR REGISTRATION DETAILS IN CONFORMANCE WITH ITS PRIVACY POLICY.

2. COPYRIGHT.

TITLE AND FULL OWNERSHIP AND COPYRIGHTS TO THE SOFTWARE, ACCOMPANYING DOCUMENTATION AND OTHER MATERIALS SHALL REMAIN THE SOLE PROPERTY OF AUTODESK, AND YOU SHALL ACQUIRE NO RIGHTS IN THE SOFTWARE OTHER THAN AS EXPRESSLY GRANTED IN THIS AGREEMENT. THIS AGREEMENT DOES NOT GRANT YOU ANY INTELLECTUAL PROPERTY RIGHTS.

3. RESTRICTIONS ON USE.

THE SOFTWARE CONSTITUTES VALUABLE PROPRIETARY ASSETS OF AUTODESK, EMBODYING SUBSTANTIAL CREATIVE EFFORTS AND SIGNIFICANT EXPENDITURES OF TIME AND MONEY. THE STRUCTURE, ORGANIZATION AND CODE OF THE SOFTWARE ARE VALUABLE TRADE SECRETS OF AUTODESK. YOU HEREBY AGREE TO OBSERVE COMPLETE CONFIDENTIALITY WITH RESPECT TO THE SOFTWARE, INCLUDING, BUT NOT LIMITED TO THE FOLLOWING: (A) YOU AGREE TO LIMIT ACCESS TO THE SOFTWARE AND TO ASSURE THAT ANYONE WHO IS PERMITTED ACCESS TO THE SOFTWARE IS MADE AWARE OF AND AGREES TO ABIDE BY THE OBLIGATIONS IMPOSED ON YOU UNDER THIS AGREEMENT; (B) YOU AGREE NOT TO ALTER OR REMOVE ANY PROPRIETARY AND COPYRIGHT NOTICES FROM THE SOFTWARE OR ACCOMPANYING MATERIALS; (C) YOU AGREE NOT TO ATTEMPT TO DEASSEMBLE, DECOMPILE, OR OTHERWISE REVERSE-ENGINEER THE SOFTWARE; (D) YOU AGREE (I) NOT TO MAKE UNAUTHORIZED COPIES OF ALL OR ANY PART OF THE SOFTWARE OR ACCOMPANYING MATERIALS, (II) NOT TO SELL, RENT, SUBLICENSE, GIVE OR OTHERWISE DISCLOSE, DISTRIBUTE OR TRANSFER TO ANY THIRD PARTY ANY PORTION OF THE SOFTWARE OR ACCOMPANYING MATERIALS OR COPIES THEREOF, AND (III) NOT TO INSTALL THE SOFTWARE ON A SERVICE BUREAU OR OTHER REMOTE ACCESS SYSTEM WHEREBY PERSONS OR UTILITIES OTHER THAN YOU CAN BENEFIT FROM THE USE OF THE SOFTWARE; (E) YOU AGREE NOT TO 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; (F) YOU AGREE NOT TO MODIFY, TRANSLATE, ADAPT, ARRANGE, OR CREATE DERIVATIVE WORKS BASED ON THE SOFTWARE OR ACCOMPANYING MATERIALS FOR ANY PURPOSE; (G) YOU AGREE NOT TO 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; (H) YOU AGREE NOT TO EXPORT THE SOFTWARE OR ACCOMPANYING MATERIALS IN VIOLATION OF U.S. OR OTHER APPLICABLE EXPORT CONTROL LAWS; (I) YOU AGREE NOT TO USE THE SOFTWARE OR ACCOMPANYING MATERIALS OUTSIDE OF THE COUNTRY OF PURCHASE.

YOU AGREE THAT IN THE EVENT OF AN UNAUTHORIZED REPRODUCTION, TRANSFER, OR DISCLOSURE OF ANY PART OF THE SOFTWARE OR ACCOMPANYING MATERIALS, AUTODESK WILL NOT HAVE AN ADEQUATE REMEDY AT LAW, AND THEREFORE INJUNCTIVE OR EQUITABLE RELIEF WILL BE APPROPRIATE TO RESTRAIN SUCH REPRODUCTION, TRANSFER OR DISCLOSURE, THREATENED OR ACTUAL.

THE PROVISIONS OF THIS SECTION 3 WILL SURVIVE ANY TERMINATION OF THIS AGREEMENT.

4. GENERAL LIMITED WARRANTY.

THE SOFTWARE AND ACCOMPANYING MATERIALS ARE PROVIDED 'AS IS' WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SOFTWARE IS WITH YOU. SHOULD THE SOFTWARE PROVE DEFECTIVE, YOU (AND NOT AUTODESK) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR AND CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION. AUTODESK DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE.

AUTODESK WARRANTS THE MEDIA (THE "MEDIA" HEREBY DEFINED AS THE DISKETTE(S) OR OTHER MEDIA ON WHICH THE SOFTWARE IS FURNISHED) TO BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP UNDER NORMAL USE FOR A PERIOD OF THIRTY (30) DAYS FROM THE DATE OF DELIVERY TO YOU.

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, OR ACCOMPANYING MATERIALS; OR TO REFUND THE PURCHASE PRICE AND TERMINATE THIS AGREEMENT. THIS REMEDY IS SUBJECT TO THE RETURN OF THE DEFECTIVE MEDIA AND ACCOMPANYING MATERIALS WITH A COPY OF YOUR RECEIPT TO YOUR LOCAL AUTODESK OFFICE FROM WHOM IT WAS OBTAINED WITHIN SIXTY (60) 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 BE LIABLE TO YOU FOR ANY DAMAGES, INCLUDING ANY LOST PROFITS, LOST SAVINGS OR OTHER INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE EVEN IF AUTODESK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS, OR FOR ANY CLAIM BY ANY OTHER PARTY. 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. LICENSE TERM.

THE LICENSE GRANTED UNDER THIS AGREEMENT IS EFFECTIVE UNTIL TERMINATED. YOU MAY TERMINATE THIS LICENSE AT ANY TIME BY DESTROYING ALL COPIES OF THE SOFTWARE IN YOUR POSSESSION, RETURNING THE ACCOMPANYING MATERIALS, AND PROVIDING WRITTEN NOTICE OF SUCH TERMINATION AND DESTRUCTION TO AUTODESK. THE LICENSE GRANTED UNDER THE AGREEMENT WILL TERMINATE IF YOU VIOLATE ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. YOU AGREE ON SUCH TERMINATION TO DESTROY ALL COPIES OF THE SOFTWARE IN YOUR POSSESSION AND TO CERTIFY IN WRITING TO AUTODESK THAT SUCH ACTION HAS BEEN TAKEN.

8. ASSIGNMENT.

THIS LICENSE MAY NOT BE TRANSFERRED TO OR PURCHASED FOR A THIRD PARTY WITHOUT PRIOR WRITTEN CONSENT OF AUTODESK, OR ITS SUBSIDIARIES. TRANSFER FEES WILL APPLY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NONE OF YOUR RIGHTS, DUTIES OR OBLIGATIONS UNDER THIS AGREEMENT MAY BE SOLD, SUBLICENSSED OR OTHERWISE TRANSFERRED WITHOUT PRIOR WRITTEN CONSENT OF AUTODESK, AND ANY ATTEMPT TO SELL, SUBLICENSE OR TRANSFER WITHOUT AUTODESK'S CONSENT IS VOID.

9. RESTRICTED RIGHTS FOR U.S. GOVERNMENT CUSTOMERS.

THE SOFTWARE AND ACCOMPANYING MATERIALS 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.

10. 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 DESIR QUE CET ACCORD AINSI QUE TOUS LES DOCUMENTS, Y COMPRIS TOUS AVIS QUI S'Y RATTACHENT, SOIENT REDIGES EN LANGUE ANGLAISE

11. 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 SHALL NOT BE GOVERNED BY THE UN CONVENTION ON CONTRACTS FOR THE SALE OF GOODS. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA, U.S.A., INCLUDING ITS UNIFORM COMMERCIAL CODE WITHOUT REFERENCE TO CONFLICT-OF-LAWS PRINCIPLES. THIS AGREEMENT IS THE ENTIRE AGREEMENT BETWEEN US AND SUPERSEDES ANY OTHER

COMMUNICATIONS OR ADVERTISING WITH RESPECT TO THE SOFTWARE AND ANY ACCOMPANYING MATERIALS PROVIDED WITH THE SOFTWARE.

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. YOU ACKNOWLEDGE THAT (A) YOU HAVE READ THIS ENTIRE AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS; AND (B) THIS AGREEMENT MAY NOT BE MODIFIED, AMENDED OR IN ANY WAY ALTERED EXCEPT IN WRITING AND SIGNED BY BOTH YOU AND AUTODESK.