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United States

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LICENSE AND SERVICES AGREEMENT ADDENDUM

This LICENSE AND SERVICES AGREEMENT ADDENDUM ("Addendum") is entered into between Autodesk and the United States of America, acting through the General Services Administration ("GSA") contracting officer whose signature appears below acting on behalf of the GSA and all ordering activity contracting officers. The terms of this Addendum shall take precedence over and supersede any contrary terms in the Autodesk License and Services Agreements ("LSA") referenced in Attachment A., including any documents or URLs referenced in the LSAs.

1. Definition of Contracting Parties

- 1.1 The Licensor shall be Autodesk.
- 1.2 The Licensee shall be the ordering activity that places an order under the GSA Schedule contract No. GS-35F-4543G("Contract"). An individual person shall not be the Licensee.

2. Order of Precedence

- 2.1 All order of precedence issues shall be governed by FAR 52.212-4(s).
- 2.2 Any conflict between the LSA and this Addendum shall be controlled by the terms of this Addendum.

3. Contract Formation

- 3.1 The LSA, as modified by this Addendum, shall be a part of the Contract entered into between the Licensor and Licensee.
- 3.2 Modifications to the LSA and/or this Addendum shall be only by bilateral written agreement of the parties in accordance with FAR 52.212-4(c).

4. Indemnities

- 4.1 Licensee shall not be required to indemnify Licensor except as in accordance with federal statute that expressly permits such indemnification.
- 4.2 Licensor shall not be required to indemnify Licensee except as explicitly stated in the contract. Any such indemnification requirement shall vest control over the matter with the United States and shall give Licensor the right to intervene in the proceeding at its own expense through counsel of its own choice.

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5. **Fees and Charges**

5.1 All fees and charges are as explicitly set forth as an explicit Contract Line Item ("CLIN") in the contract. Additional fees and charges – for example, but not limited to, license or subscription renewal fees and maintenance renewal fees – shall be incorporated into the contract only by bilateral written agreement of the parties.

5.2 FAR 52.212-4(k) shall take precedence over any contrary provision of the LSA relating to taxes.

6. **Third Party Terms**

6.1 Autodesk shall have no privity of contract with the United States with respect to any third-party product or service agreement, referenced in the LSA or otherwise. Autodesk shall have no rights or obligations with respect to such agreements vis-à-vis the United States.

7. **Governing Law**

7.1 Disputes regarding the LSA shall be governed by applicable federal and/or state law, to the extent not preempted by federal law. Any terms of the LSA that identifies the jurisdiction in which a lawsuit may be brought, the law which shall apply to such lawsuit, or the requirements to pursue Alternative Dispute Resolution prior to such lawsuit shall be void, and the LSA shall be read as if such terms were not included therein.

8. **Termination**

8.1 Licensee's termination rights shall be governed by FAR 52.212-4(l) and (m)

8.2 Licensor's termination rights shall be governed by the FAR 52.212-4(d).

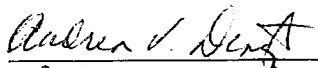
9. **Assignment**

9.1 Licensor and Licensee acknowledge that the LSA's may be assigned only in accordance with 41 U.S.C. 6305 and the regulations set forth in the FAR subpart 42.12.

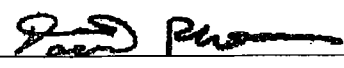
10. **Miscellaneous**

10.1 For purposes of this Addendum, references to the "Government" in any FAR or GSAR provision referenced in this Addendum shall be construed as a reference to an "authorized ordering activity."

10.2 The Government shall not be prohibited from disclosing any information regarding or relating to the LSA as required by law, including the Freedom of Information Act



CONTRACTING OFFICER
The United States



Dave Rhodes, VP Autodesk, February 22, 2012

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Attachment A.

- Design Suites Autodesk License and Services Agreement
- Platform Autodesk License and Services Agreement
- Autodesk Quantity Takeoff 2012 License and Services Agreement
- Collaboration Solutions Terms of Use (Revised March 15, 2011)
- Inventor Engineer-to-Order License Agreement
- Autocad Autodesk Software License Agreement Worldwide
- Inventor Engineer-to-Order Server License Agreement
- Plant Design Suite 2012 Autodesk License and Services Agreement
- Buzzsaw Sync Autodesk Software License Agreement (Revised July 2006) U.S.-Canada
- CAiCE Autodesk, Inc. Software License Agreement
- Ecotech 2011 Autodesk Software License Agreement Worldwide
- MapGuide Enterprise 2011 Autodesk Software License Agreement (All Other Countries)
- Autodesk Infrastructure Map Server License and Services Agreement
- Opticore Studio Professional 2012 Autodesk License and Services Agreement
- Autodesk Subscription with Platinum Support Terms and Conditions
- Subscription and Subscription with Gold Support Terms and Conditions