

Enrollment Form: Autodesk Educational Products



Customer Name:			Date:		
Address1:			Phone:		
Address2:			Fax:		
City	State	Zip	Contact Name:		
			Email:		
Contract Manager (required for Subscription) Name:			Software Coordinator (required for Subscription) Name:		
Email:			Email:		
Existing Licenses Serial Numbers:					
Existing Contract Number and Group Name (If purchasing additional subscriptions):					

Details

Item	Product SKU	Description	Qty
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Autodesk Terms & Conditions:

This Enrollment form is governed by the provisions of the attached Autodesk Educational Products Terms and Conditions and any applicable Educational products Exhibits attached hereto.

Comments: If you have any questions regarding this Enrollment Form please contact your Autodesk Education sales representative.

These Terms and Conditions issued by the Autodesk entity specifically identified below ("Autodesk"), are signed by the authorized representative of the entity whose information is set forth below ("Customer"), and together with the Autodesk Software License Agreement that accompanies the software ("Software"), the Subscription terms and conditions (if applicable), and Exhibit(s) A and/or B (as applicable) hereto, form a binding agreement between Autodesk and Customer ("Agreement"). This Agreement is effective as of the date of purchase of the applicable Autodesk Software and Subscription by Customer from an Autodesk Authorized Reseller ("Purchase Date").

1. Purchase from Autodesk Authorized Reseller. The prices and other commercial terms of purchase for the Software (and Subscription, if applicable), shall be determined and agreed independently by Customer and Autodesk Authorized Resellers.

2. Software License Agreement. Customer agrees to use each software license purchased pursuant to the terms and conditions of the standard Autodesk Software License Agreement that accompanies the Software.

3. Subscription. If Customer has purchased Autodesk Subscription ("Subscription"), then the terms and conditions available at the website located at <http://usa.autodesk.com/adsk/servlet/index?siteID=123112&id=7942019> or any successor or other website or location as may be designated by Autodesk for this support and maintenance program shall apply.

4. Limitation of Liability. THE MAXIMUM CUMULATIVE AND AGGREGATE LIABILITY OF AUTODESK AND ITS AFFILIATES, SUBSIDIARIES AND RELATED COMPANIES, AND THEIR EMPLOYEES, OFFICERS, AND DIRECTORS, FOR ALL COSTS, LOSSES OR DAMAGES FROM CLAIMS ARISING UNDER OR RELATED IN ANY WAY TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, IS LIMITED TO CUSTOMER'S DIRECT DAMAGES ONLY AND SHALL NOT EXCEED A MAXIMUM OF ONE HUNDRED THOUSAND DOLLARS (\$100,000.00). FURTHER, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES OR FOR LOSS OF PROFITS, REVENUES, CONTRACTS, CUSTOMERS, LOSS OF USE, LOSS OF DATA, BUSINESS INTERRUPTION, COST OF REPLACEMENT GOODS OR SERVICES, OR FAILURE TO REALIZE EXPECTED COST SAVINGS EVEN IF ADVISED OF THE POSSIBILITY OF SAME OR SAME WERE REASONABLY FORESEEABLE. CUSTOMER ACKNOWLEDGES THAT THE FEES FAIRLY REFLECT THIS ALLOCATION OF RISK. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

5. Export Controls. In conformity with laws and regulations of the United States and other countries relating to international trade, Customer and its employees, agents and third parties shall not disclose, export or re-export, directly or indirectly, any product, documentation or technical data (or direct products thereof) provided under this Agreement to any country, entity or other party which is ineligible to receive such items under U.S. laws and regulations as modified from time to time by the U.S. Department of Commerce or the U.S. Department of the Treasury or under other laws or regulations to which Customer may be subject. Customer shall be solely responsible for (i) complying with those laws and regulations and (ii) monitoring any modifications to them.

6. Waiver. Failure by Autodesk to enforce any of these terms and conditions will not affect Autodesk's right to enforce any other of these terms and conditions or to enforce any of these terms and conditions in the future.

7. Force Majeure. The parties shall not be responsible for any failure to perform or for any delay in performance of its obligations, except the obligation of payment, under this Agreement where the failure or delay is due to acts of God, war, terrorism or terrorist acts, civil unrest, strikes, lockouts or other labor disturbances or any other circumstances beyond the reasonable control of the other party.

8. Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof except as specifically set forth in this Agreement. This Agreement may only be amended in a writing signed by authorized representatives of both Customer and Autodesk. Customer further acknowledges that no additional or different terms or conditions submitted with the

Autodesk Educational Products Terms and Conditions

Enrollment Form, including any pre-printed terms, shall be binding on Autodesk unless specifically agreed to in writing by Autodesk.

9. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California, without regard to choice of laws principles. Any litigation between the parties shall be commenced and maintained exclusively in the United States District Court for the Northern District of California in San Francisco or the courts of Marin County, California. The parties expressly submit themselves to the exclusive jurisdiction of such courts. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. If for any reason a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect.

THERE ARE SIGNIFICANT ADDITIONAL TERMS AND CONDITIONS, WARRANTY DISCLAIMERS AND LIABILITY LIMITATIONS CONTAINED IN THE AUTODESK SOFTWARE LICENSE AGREEMENT AND, IF APPLICABLE, THE SUBSCRIPTION TERMS AND CONDITIONS, WHICH ARE INCORPORATED HEREIN BY REFERENCE. YOUR SIGNATURE BELOW INDICATES THAT YOU UNDERSTAND ALL OF THE TERMS OF THIS AGREEMENT AND AGREE TO BE BOUND BY ITS PROVISIONS.

CUSTOMER: _____

Address: _____

**Autodesk, Inc.
111 McInnis Parkway
San Rafael, CA 94903**

Signed: _____

Name: _____

Title: _____

Enrollment Submission Date: _____

Supplying Autodesk Authorized Reseller: _____

Exhibit A

Autodesk Education Suites Addendum

NOTE: This Exhibit A applies only if the Customer executing this Enrollment Form is a post-secondary institution. If the Customer is a secondary institution, this Exhibit A shall be of no force and effect.

1. Annual Term License

If Customer purchases Autodesk Education Suites Annual Term Licenses, it may install and use the licensed Software for a period of 365 consecutive days from the date of purchase (the "Annual Term"), at up to **five (5)** Customer Sites on the appropriate number of the Customer's individual (standalone) or network computers for which it has paid the appropriate licensing fees. At the expiration of the Annual Term, Customer may purchase another Annual Term license (if available) or it shall delete the Software from the Customer's computers. The Autodesk Education Suites Annual Term License is subject to minimum purchase requirements.

2. Perpetual License

If Customer purchases Autodesk Education Suites Perpetual Term Licenses, it may install and use the licenses Software in perpetuity at up to **five (5)** Customer Sites on the appropriate number of the Customer's individual (standalone) or network computers for which it has paid the appropriate licensing fees. Customer may purchase yearly upgrades to any future Autodesk Education Suites releases by purchasing Autodesk Subscription. The Autodesk Education Suites Perpetual License is subject to minimum purchase requirements.

3. Licensing Definitions and Rules

- a. "Customer Site" means Customer's Main Site and, if applicable, Remote or Satellite sites, specified below.
- b. "Main Site" means the computer labs, classrooms, or offices located on Customer's primary campus and does not include (i) any computer labs, classrooms, or offices located on any of Customer's Remote or Satellite sites, (ii) Customer-owned computers that Customer has leased or provided to Students outside of the computer labs, classrooms, or offices located on Customer's primary campus, or (iii) Student personal computers. Customer may designate only one Main Site.
- c. "Remote" or "Satellite" site means the computer labs, classrooms, or offices located on a campus of Customer other than the primary/main campus. A Remote or Satellite site (i) may have a separate physical address, location but must have the same financial management as the Main Site; (ii) must be located within the same geographical state or province as the Main Site; and (iii) must be of the same brand with the same primary curriculum focus as the main campus (i.e., if the main campus is a technology school, the remote or satellite site must also be a technology school and not a business school). A remote or Satellite site does not include any Customer-owned computers that Customer has leased or provided to Students outside of the computer labs, classrooms, or offices located on Customer's remote or satellite campus, or Student or Faculty personal computers.
- d. Designation of Customer's Main and Remote or Satellite site are subject to approval by Autodesk.
- e. Customer may permit Students or Faculty to use the Software; including allowing the access and use of the Software on Student and Faculty owned personal computers. "Students" means those who are currently enrolled in at the Customer. "Faculty" means those who are currently employed personnel of the Customer. The access and use of the Software on personal computers must be managed through Customer's secure computer network using Autodesk's license management system and only up to the permitted number of computers. Customer is responsible for such Students' and Faculty's compliance with the terms and conditions of the end user license.

Autodesk Educational Products Terms and Conditions

- agreement that governs the use of the Software. If a Student or Faculty member is no longer enrolled or employed at the Customer, they may no longer use or have access to the Software.
- f. Notwithstanding the Educational Version terms of use set forth in the End User License Agreement and applicable to the Software, the Customer may use the Software seat licenses purchased hereunder for facilities management purposes as follows:
 - i. The Software may be used by Customer personnel solely for the management and maintenance of Customer's owned, leased or controlled buildings and facilities.
 - ii. The Software may be used by the Customer's facilities management department and internal architects in connection with internal design efforts for buildings and facilities owned, leased or controlled by Customer.
 - iii. The Software may not be provided to companies, individuals or entities outside of Customer, provided, however, that Customer may permit third-party consultants to use the Software for Customer's facilities management purposes as long as the Software is used on site at the Customer on Customer-owned, leased or controlled computers and Customer is responsible for consultants' compliance with this Agreement in such use.
 - iv. The Software may only be used on Customer's owned, leased or controlled premises and owned, leased or controlled computers and may not be leased, loaned or otherwise provided or used by third parties other than as set forth in this policy.
 - v. Customer's license to use the Software shall terminate if Customer violates any of these limitations or restrictions. Any usage of the Software outside the scope of the applicable license grant constitutes an infringement of Autodesk's intellectual property rights.
 - g. The number of concurrent users shall not exceed the total number of licenses set forth in the Enrollment Form. For avoidance of doubt, the total number of concurrent users/licenses applies to the complete Autodesk Education Suite solution rather than each individual software title within the Autodesk Education Suites solution.
 - h. In the event of a conflict between this Exhibit A and the Autodesk Software License Agreement accompanying the Software or the Subscription terms and conditions applicable to the Software, the terms of this Exhibit A shall govern.

Autodesk Education Suites 2012 Site Locations

Main Site*: _____

Department(s): _____

Instructor Contact: _____

Instructor Contact Phone: _____

Instructor Contact E-Mail: _____

Campus Administrator: _____

Campus Administrator Phone: _____

Campus Administrator E-Mail Address: _____

Main Site Street Address: _____

City: _____ State/Province: _____ Zip code/Postal code: _____

Country: _____ Telephone number: _____ Fax number: _____

Remote Site #1*: _____

Department(s): _____

Site Contact: _____

E-Mail Address: _____

Street Address: _____



Autodesk Educational Products Terms and Conditions

City: _____ State/Province: _____ Zip code/Postal code: _____

Country: _____ Telephone number: _____ Fax number: _____

Remote Site #2*: _____

Department(s): _____

Site Contact: _____

E-Mail Address: _____

Street Address: _____

City: _____ State/Province: _____ Zip code/Postal code: _____

Country: _____ Telephone number: _____ Fax number: _____

Note: Attach additional Site Location and Term pages if necessary.

Exhibit B

Autodesk Design Academy (“ADA”) Addendum

NOTE: This Exhibit B applies only if the Customer executing this Enrollment Form is a secondary institution. Post-secondary institutions are not eligible to purchase licenses for Autodesk Design Academy (“ADA”) and if the purchasing Customer is a post-secondary institution, this Exhibit B shall be of no force and effect.

1. **Annual Term License**

If Customer purchases ADA Term Licenses, it may install and use the licensed Software for a period of 365 consecutive days from the date of purchase (the “Annual Term”), at **one (1)** Customer Site on the appropriate number of the Customer’s individual (standalone) or network computers for which it has paid the appropriate licensing fees. At the expiration of the Annual Term, Customer may purchase another Annual Term license (if available) or it shall delete the Software from the Customer’s computers. The ADA Annual Term License is subject to minimum purchase requirements.

2. **Perpetual License**

If Customer purchases ADA Perpetual Licenses, it may install and use the licenses Software in perpetuity at **one (1)** Customer Site on the appropriate number of the Customer’s individual (standalone) or network computers for which it has paid the appropriate licensing fees. Customers may purchase yearly upgrades to any future Autodesk Education Suites releases by purchasing Autodesk Subscription. The ADA Perpetual License is subject to minimum purchase requirements.

3. **Upgrades from Annual Term License to Perpetual Licenses**

Customers may upgrade Annual Term Licenses to ADA Perpetual Licenses by paying the applicable fees, subject to minimum purchase requirements.

4. **Licensing Definitions and Rules**

- a. **“Customer Site”** means Customer’s Main Site and, if applicable, Remote or Satellite sites, specified below.
- b. **“Main Site”** means the computer labs, classrooms, or offices located on Customer’s primary campus and does not include (i) any computer labs, classrooms, or offices located on any of Customer’s Remote or Satellite sites, (ii) Customer-owned computers that Customer has leased or provided to Students outside of the computer labs, classrooms, or offices located on Customer’s primary campus, or (ii) Student personal computers. Customer may designate only one Main Site.
- c. **“Remote” or “Satellite”** site means the computer labs, classrooms, or offices located on a campus of Customer other than the primary/main campus. A Remote or Satellite site (i) may have a separate physical address, location but must have the same financial management as the Main Site; (ii) must be located within the same geographical state or province as the Main Site; and (iii) must be of the same brand with the same primary curriculum focus as the main campus (i.e., if the main campus is a technology school, the remote or satellite site must also be a technology school and not a business school). A remote or Satellite site does not include any Customer-owned computers that Customer has leased or provided to Students outside of the computer labs, classrooms, or offices located on Customer’s remote or satellite campus, or Student or Faculty personal computers.
- d. Designation of Customer’s Main and Remote or Satellite site are subject to approval by Autodesk.
- e. Customer may permit Students or Faculty to use the Software; including allowing the access and use of the Software on Student and Faculty owned personal computers. “Students” means those

who are currently enrolled in at the Customer. "Faculty: means those who are current employed personnel of the Customer. The access and use the Software on personal computers must be managed through Customer's secure computer network using Autodesk's license management system and only up to the permitted number of computers. Customer is responsible for such Students' and Faculty's compliance with the terms and conditions of the end user license agreement that governs the use of the Software. If a Student or Faculty member is no longer enrolled or employed at the Customer, they may no longer use or have access to the Software.

- f. Notwithstanding the Educational Version terms of use set forth in the End User License Agreement and applicable to the Software, the Customer may use the Software seat licenses purchased hereunder for facilities management purposes as follows:
 - i. The Software may be used by Customer personnel solely for the management and maintenance of Customer's owned, leased or controlled buildings and facilities.
 - ii. The Software may be used by the Customer's facilities management department and internal architects in connection with internal design efforts for buildings and facilities owned, leased or controlled by Customer.
 - iii. The Software may not be provided to companies, individuals or entities outside of Customer, provided, however, that Customer may permit third-party consultants to use the Software for Customer's facilities management purposes as long as the Software is used on site at the Customer on Customer-owned, leased or controlled computers and Customer is responsible for consultants' compliance with this Agreement in such use.
 - iv. The Software may only be used on Customer's owned, leased or controlled premises and owned, leased or controlled computers and may not be leased, loaned or otherwise provided or used by third parties other than as set forth in this policy.
 - v. Customer's license to use the Software shall terminate if Customer violates any of these limitations or restrictions. Any usage of the Software outside the scope of the applicable license grant constitutes an infringement of Autodesk's intellectual property rights.
- g. The number of concurrent users of ADA Software shall not exceed the total number of licenses set forth in the Enrollment Form. For avoidance of doubt, the total number of concurrent users/licenses applies to the complete ADA Software solution rather than each individual software title in the ADA Software solution.
- h. In the event of a conflict between this Exhibit B and the Autodesk Software License Agreement accompanying the Software or the Subscription terms and conditions applicable to the Software, the terms of this Exhibit B shall govern.