

**Addendum to Autodesk License Agreement Terms and Conditions
for the Enterprise Software Initiative Agreement**

The following additional terms and conditions apply to the DoD Autodesk ESA and take precedence over any other terms and conditions:

Territory: Any Department of Defense (DoD) civilian or military installation or work site in the Continental United States (CONUS) or outside the Continental United States (OCONUS), regardless of where software was acquired.

License Grant: If You violate any of the limitations, restrictions or other terms, You may be subject to legal action by Autodesk, or at the reasonable discretion of Autodesk Your License to use the Software may be subject to termination.

Backup for User Documentation: Autodesk will allow You to make a reasonable number of copies for your internal business purposes. However, You will still be responsible for ensuring that all copyright notices, trademarks and other restrictive legends are maintained on such copies. You will also be responsible for reporting to Autodesk if You learn of the misuse or mishandling of User Documentation provided under the contract to Your personnel, contractors or Government employees.

Transfers: You shall not sublicense, assign or transfer the Software or Your rights in the Software, and such prohibition would include sublicensing, assignment or transfer among or between Authorized Users as defined in the DoD ESA, or authorize any portion of the Software to be copied onto or accessed from another individual's or entity's computer, except as may be explicitly provided in this Agreement. In the event that an Authorized User has purchased a license under the DoD ESA and that Authorized User is reorganized or restructured such that its responsibilities and operations are transferred to another Authorized User agency, the agency shall have the right to assign the affected program licenses to a successor. An example of a reorganization or restructure includes, but is not limited to, Base Realignment and Closure actions. Such assignment shall only be effective if: (1) the license agency provides advanced written notice to Autodesk; and (2) the licensed agency and the successor agency agree to be bound in writing to the Software License Agreement. The transferee shall be bound by the license metrics and limitations in the transferor's license. You will complete the Autodesk documentation required to facilitate the transfer of license and continuation of support for the transferee. All other transfer requests will be considered by Autodesk on a case by case basis.

No Assignment, Insolvency: You will provide advanced written notice to Autodesk when You intend to designate an outsourcer/contractor/agent to manage and maintain (e.g., installation, configuration, version and release management) the Software on Your behalf. For the avoidance of doubt, all activities by such outsourcer/contractor/agent shall be subject to the Autodesk License Agreement as modified herein. Any deviation there from shall be subject to a separate agreement between Autodesk and such outsourcer/contractor/agent specifying conditions for the management and maintenance of the Software, which agreement shall not impose any more restrictive covenants than are provided to You in the Autodesk License Agreement and Subscription Terms, as modified herein. Autodesk shall provide a copy of such separate agreement to the designated contact at the DoD.

Order of Precedence: Both parties agree that the terms of this Addendum to Autodesk License Agreement Terms and Conditions for the Enterprise Software Initiative Agreement supersede and take precedence over the applicable terms that may conflict in any task order, terms of any shrink-wrap agreement included with the Autodesk Licensed Software, terms of any click through agreement included with the Autodesk Licensed Software, or any other terms purported to apply to the Autodesk Licensed Software.

Choice of Law: Autodesk agrees that the terms of this agreement shall be governed by federal law. The software is furnished under and is subject to the terms and conditions of this Agreement and the applicable Software License Agreement.

Audits: Licensee may perform an internal audit and will use its best efforts to keep full and accurate accounts that may be used to properly ascertain and verify numbers of licenses in use. Licensee may permit Autodesk to have access to Licensee records and computer systems and the right to audit such systems to insure software use is in accordance with its license terms. Should an onsite audit be required, all vendor personnel (including any 3rd party auditors retained by vendor) must have appropriate security clearances to gain access to Licensee site or data, which shall not be unreasonably withheld. In no event shall audit be made more than one per annum. Licensee shall promptly correct any errors and/or omissions disclosed by such audit.

Temporary Use of Software During Times of Conflict. As part of Temporary Expeditionary Deployments (TEDs), during the term of this Agreement, You may temporarily deploy and install or use on, or access from qualified desktops or servers, a reasonable number of Autodesk software products in addition to those previously licensed pursuant to this Agreement at no additional cost ("TED Licenses"). TEDs are limited to deployments away from in-garrison locations (any military post or government office where troops or civilian government personnel are at a permanent location), war games, exercises, real world contingencies, and emergency situations similar to the terrorist attacks on 9/11/2001 where temporary duty stations were needed due to the destruction of government offices.

For licenses connected to a DoD network server, on an semi-annual basis, Autodesk shall provide an additional temporary license pool equal to the quantity of network versions purchased, which may be accessed during a TED event; and You shall provide the log file from the network license manager to Autodesk.

For computers not connected to a DoD network server, Autodesk shall provide, on an quarterly basis, a pre-activated temporary (ninety) 90 day single seat network license which can be copied for use on any number of computers.

After the TED, or six (6) calendar months, *whichever is shorter* ("Temporary Use Period"), unless a different time period is agreed to in writing by Autodesk You will provide a written certification that the TED Licenses have either been removed from service, or payment has been made under this Agreement to purchase additional perpetual licenses equal to the number of TED Licenses not removed from service. You agree to use the TED Licenses in accordance with the terms contained in this Agreement and the applicable version of the Software License Agreement.

License and Services Agreement. Autodesk agrees that the attached Platform License and Services Agreement (Platform LSA) is applicable to the 2012 versions of the products listed on the website: <http://usa.autodesk.com/adsk/servlet/index?siteID=123112&id=10235425>, As stated therein, other LSAs may apply to other products (e.g., Design Suites, M&E and Creative Finishing). Regardless of the applicable license agreement, the negotiated exceptions documented in this Addendum shall additionally govern any conflict for any Autodesk LSA, regardless of product or version. Subsequent LSAs shall be made available upon request. Should DoD have any questions or concerns regarding other terms, Autodesk shall meet and confer to explain such terms.

Accepted and Agreed:

Autodesk

**Department of Defense
Department of Navy**

By: 

By: 

Name: Bill Goodson _____

Name: **W.M. HUBER**
Contracting Officer

Title Vice President _____

Title: _____

Date: August 15, 2011 _____

Date: 22 AUG 2011