

## **TERMS AND CONDITIONS GOVERNING THE PROVISION OF CONSULTING SERVICES**

If Customer purchased consulting services from an Autodesk company ("Autodesk"), then the following terms and conditions shall apply to the provision of those consulting services, in addition to any other terms and conditions accepted by Customer when Customer purchased those consulting services ("Agreement").

1. **Service Agreement.** Autodesk shall provide to Customer and Customer shall acquire from Autodesk the services set forth in the Autodesk quote or order form ("Quote or Order Form") under which Customer purchased those services and as specified in more detail in the services schedule (if any) attached to that Quote or Order Form ("Consulting Services"). Autodesk shall provide the Consulting Services at the location (if any) set out on the Quote or Order Form in accordance with the timetable set forth in the Services Schedule (if any). Autodesk may subcontract all or any portion of performance of the Consulting Services to one or more authorized third party(ies) under the direction of Autodesk provided that Autodesk shall at all times remain responsible for the performance of the Consulting Services. Les parties aux présentes confirment leur volonté à ce que cette entente ainsi que tous les documents qui s'y rattachent, y compris les avis, soient rédigés en anglais.

2. **Payment of Fees and Expenses.** Autodesk will invoice fees, actual expenses and taxes, if any, monthly and at project completion. Payment is in accordance with Quote or Order Form terms. Customer shall reimburse Autodesk for all materials, applicable taxes, and all reasonable out-of-pocket expenses incurred by Autodesk in providing the services including, without limitation, project-related travel and living expenses. Save in the case of pre-approved expenses, AUTODESK shall obtain YOUR prior approval for any travel or travel related expenses. Customer will include a line item for such expenses on its purchase order or purchase order exception document.

3. **Limited Warranty.** Autodesk warrants that the Consulting Services will be provided with due skill and care, using competent and qualified staff. In the event of breach of such warranty, Customer's exclusive remedy and Autodesk's sole liability shall be limited to Autodesk's reasonable efforts to replace the relevant staff with a qualified resource. EXCEPT AS PROVIDED IN THIS SECTION, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4. **Ownership.** Autodesk or its licensors (if any) shall own all products, concepts, materials, techniques, methods and know-how used or provided by Autodesk in the provision of Consulting Services or included in or with the Consulting Services. Except for the license granted below, Customer shall not have or obtain any rights in such proprietary products, concepts, materials, techniques, methods and know-how, without the prior approval in writing from Autodesk. Autodesk may market, distribute, make derivative works from, and sell similar work to other customers without further notice to or consent from Customer. Nothing in this Agreement shall restrict or prohibit Autodesk's right to use concepts, techniques, and know-how used or developed in the course of performing the Consulting Services.

5. **License to Work Products.** Autodesk grants to Customer a perpetual, worldwide, non-exclusive, non-transferable, royalty-free license to use the Consulting Services and the products, concepts, materials, techniques, methods and know-how included in or with the Consulting Services in Customer's internal business operations. This license shall not apply to any Autodesk or third-party software which may be provided prior to, concurrent with or following the provision of the Consulting Services. Customer's use of such software shall be governed exclusively by the license agreement(s) accompanying such software.

6. **Customer Responsibilities.** In addition to any Customer responsibilities specified in the Services Schedule (if any), Customer shall provide work space and related facilities, as necessary, and access to all necessary Customer personnel and information required for Autodesk to perform work under this Consulting Services Order. Customer acknowledges that such access and facilities is essential to the provision of the work hereunder.

7. **Confidential Information.** Through their relationship, Autodesk and Customer may have access to certain proprietary information and materials of the other, including business plans, customers, technology, trade secrets, and products that are confidential and of substantial value to the respective party, which value would be impaired if such information were disclosed to third parties ("Confidential Information"). Autodesk and Customer agree that neither shall disclose any Confidential Information to any third party nor shall take every reasonable precaution to protect Confidential Information. In the event of termination of this Agreement, each party shall promptly return any Confidential Information that it obtained from the other. The provisions of this section shall not apply to any information which (i) is or becomes available to the public other than by breach of the Agreement by the receiving party, (ii) is rightfully received by receiving party from a third party without confidential imitations, (iii) is independently developed by receiving party's employees without access to Confidential Information, or (iv) is known to the receiving party without any restriction on its use or disclosure prior to first receipt of it from the disclosing party.

**8. Termination.** In the event either party materially breaches or defaults in the performance of any of its obligations hereunder (which breach or default has not been remedied within fifteen (15) days after written notice is given to the defaulting party specifying the breach or default) or in the event Customer fail to pay Autodesk any amount required to be paid under the Agreement, the party not in default may by written notice terminate that part of the Agreement relating to the Consulting Services as of the date specified in such termination notice. In the event of termination for any reason, Customer shall pay Autodesk for all Consulting Services and deliverables (where applicable) provided up to the date of termination at an amount equivalent to that proportion of the Consulting Services provided to the date of termination, as well as for all work-in-process on a time and materials basis at the then current standard Autodesk rates for similar services. In the event of termination as aforesaid by Autodesk for Customer breach, Customer shall also reimburse Autodesk for all costs incurred to terminate or renegotiate any supplier or subcontract agreements that Autodesk entered into in connection with this service agreement or for redeployment of Autodesk personnel.

**9. Expiration.** These terms and conditions shall expire upon completion of the Consulting Services and full payment for the Consulting Services, unless earlier terminated in accordance with this section.

**10. Changes.** Should Customer desire to modify or extend the work performed under this Consulting Services Order after it has been signed, the parties will develop and sign written change orders. Prior to Customer's issuance of change orders, Autodesk will provide a detailed description of work to be completed, fee and expense estimates, and duration. Customer will authorize the change order via a written notification prior to Autodesk initiating any work. Pricing will be set forth in each change order.