

Corporate Agreement Number

T98-TSD-309

for

Autodesk Software

Between the

Department of Information Services

and

Autodesk, Inc.

Effective Date: April 22, 1998

**Corporate Agreement
Table of Contents**

1.	Definitions	2
Contract Term		
2.	Term	2
3.	Survivorship.....	3
Pricing, Invoice and Payment		
4.	Pricing.....	3
5.	Taxes.....	3
6.	Invoice and Payment	3
7.	Overpayment to Contractor	4
8.	Advance Payment Prohibited	4
Contractor's Responsibilities		
9.	Risk of Loss and Shipping	4
10.	Software Order and Delivery.....	4
11.	User Documentation	5
12.	Software Warranty.....	5
13.	Contractor Commitments, Warranties and Representations.....	5
Purchaser's Authority and Responsibilities		
14.	Appointment and Authority of Purchaser	6
Software License		
15.	Software License Terms	6
Contract Administration		
16.	Notices	6
17.	Section Headings, Incorporated Documents and Order of Precedence	7
18.	Entire Agreement.....	7
19.	Additional Products	7
20.	Authority for Modifications and Amendments.....	8
21.	Independent Status of Contractor	8
22.	Governing Law	8
23.	Subcontractors	8
24.	Assignment	8
25.	Publicity.....	9
26.	Review of Contractor's Records	9
General Provisions		
27.	Patent and Copyright Indemnification	9
28.	Save Harmless	10
29.	OSHA/WISHA	10
30.	Compliance with Civil Rights Laws.....	10
31.	Severability	11
32.	Waiver	11
33.	Contractor's Proprietary Information.....	11

Table of Contents, Cont'd.

Disputes and Remedies

34. Disputes 11
35. Attorneys' Fees and Costs 12
36. Non-Exclusive Remedies 12
37. Limitation of Liability 13

Contract Termination

38. Termination for Default 13
39. Termination for Convenience 14
40. Termination for Withdrawal of Authority 14
41. Termination for Conflict of Interest 14

Contract Execution

42. Authority to Bind 15
43. Counterparts 15

Schedules

Schedule A: *Autodesk State and Local Government Product and Price List*
Schedule B: *Autodesk Software License Agreement*

State of Washington
Department of Information Services
PO Box 42445
512 - 12th Avenue SE
Olympia, Washington 98504-2445

Corporate Agreement
for
Autodesk Software

Corporate Agreement Number T98-TSD-309

Parties

This Corporate Agreement is entered into by and between the state of Washington acting through the **Department of Information Services**, an agency of Washington State government (hereinafter "DIS"), and **Autodesk, Inc.**, licensed to conduct business in the state of Washington, (hereinafter "Contractor") for the provisioning of Autodesk Software (hereinafter "Software") to the State.

Recitals

Whereas, the state of Washington acting by and through the Department of Information Services, Technology Brokering Services, has the authority to enter into Corporate Agreements with a manufacturer or provider of an information technology product or service where significant advantages will result to the State when DIS uses its leverage as a corporate buyer; and

Whereas, Autodesk, Inc. is the owner and provider of proprietary software that is of use to the state; and,

Whereas, the Department of Information Services, Technology Brokering Services has determined that entering into a Corporate Agreement with Autodesk, Inc. will meet the needs of state purchasers and will be in the State's best interest;

Now therefore, DIS enters into this contract with Autodesk, Inc. to furnish the Software described in the attached *Autodesk State and Local Government Product and Price List*, Schedule A hereto, to DIS in accordance with the terms and conditions of this Corporate Agreement.

This Corporate Agreement is an optional use contract that neither financially binds the State nor otherwise obligates the State to purchase any Software hereunder. Nor does this Corporate Agreement prevent the State from purchasing similar Software from other sources, *provided that*, all legal acquisition requirements are satisfied. This Corporate Agreement is not for personal use.

Notwithstanding this Corporate Agreement, Contractor reserves the unrestricted right (a) to market, distribute, and support Software directly to End Users or through any reseller channel, including, but not limited to, original equipment manufacturers, value added resellers, distributors, dealers, or retail outlets, and (b) to modify, augment, or otherwise change the methods in which Contractor markets, distributes, or supports any Software, without any liability to DIS.

1. Definitions

"Business Days and Hours" shall mean Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, except for holidays observed by the state of Washington and Contractor.

"Contractor" shall mean Autodesk, Inc., its employees and agents. "Contractor" also includes any firm, provider, organization, individual, or other entity providing Software or performing services under this Corporate Agreement. It shall also include any subcontractor retained by Contractor as permitted under the terms of this Agreement.

"DIS Contract Administrator" shall mean the Manager of Technology Brokering Services, who shall be the principal point of contact for notices, reports and any other pertinent documentation or information related to this contract. The DIS Contract Administrator may also conduct periodic performance or financial audits related to this Corporate Agreement.

"DIS Contracting Officer" shall mean the Chief Deputy Director of the Department of Information Services, or the person to whom signature authority has been delegated in writing.

"End User" shall mean any Washington State agency with properly delegated authority to purchase the Software that is the subject of this Corporate Agreement, or any political subdivision of the state of Washington or non-profit organization with the authority to purchase such Software under a properly executed Interlocal Cooperative Agreement with DIS.

"Price" shall mean charges, costs, rates, and/or fees charged for the Software under this Corporate Agreement and shall be paid in United States dollars.

"Products" shall mean any Contractor supplied Software.

"Purchaser" shall mean DIS.

"Software" shall mean the object code version of computer programs and upgrades and any related documentation, excluding maintenance diagnostics, as set forth on Schedule A - *Autodesk State and Local Government Product and Price List*, and shall include any additional Software properly added to this Corporate Agreement.

"State" shall mean DIS, any division, section, office, unit or other entity of DIS or any of the officers or other officials lawfully representing DIS.

Contract Term

2. Term

- 2.1. **Initial Term.** The initial term of this Corporate Agreement shall be two (2) years, commencing upon the date of its execution by DIS.
- 2.2. **Subsequent Terms.** The term of this Corporate Agreement may be extended by three (3) additional years, *provided that*, the extensions shall be at the option of DIS and shall be effected by DIS giving written notice of its intent to extend this Corporate Agreement to Contractor not less than thirty (30) days prior to the expiration of the then-current contract term and Contractor accepting such extension prior to the expiration date of the then-current contract term.

3. Survivorship

The terms, conditions and warranties contained in this Corporate Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Corporate Agreement shall so survive. Specifically, the terms of the sections titled **Year 2000 Compliance Warranty; Software License Terms; Patent and Copyright Indemnification; Disputes; and Limitation of Liability** shall survive the termination of this Corporate Agreement.

Pricing, Invoice and Payment

4. Pricing

- 4.1. Contractor agrees to provide its "shrink-wrapped" Software directly, but not exclusively, to Technology Brokering Services of DIS for distribution to state agencies or political subdivisions of the state of Washington or non-profit organizations with the authority to purchase such Software under a properly executed Interlocal Cooperative Agreement with DIS.
- 4.2. For the duration of this Agreement the purchase price for any licensed Software shall be the lowest price available for like quantities under similar terms upon the date of shipping, and in any case shall not exceed Contractor's published *Autodesk State and Local Government Product and Price List*, Schedule A to this Corporate Agreement, less a six percent (6%) discount. Contractor may change its published prices upon thirty (30) days written notice to DIS. No other prices shall be payable to Contractor.
- 4.3. If Contractor reduces its prices for any of the Software during the term of this Corporate Agreement, DIS shall have the immediate benefit of such lower prices for new purchases. Contractor will send notice to the DIS Contract Administrator with the reduced prices within fifteen (15) calendar days of the reduction taking effect.

5. Taxes

Purchaser will pay applicable sales and use taxes imposed on the Software at Purchaser's local rate. Contractor shall pay all other taxes including, but not limited to, Washington Business and Occupation Tax, taxes based on Contractor's income, or taxes levied or assessed on Contractor's personal property.

6. Invoice and Payment

- 6.1. Contractor will submit properly itemized invoices to DIS. Invoices shall provide the following:
 - a) Contractor's name and address and remittance address, if different;
 - b) DIS Purchase Order number;
 - c) This Corporate Agreement number (T98-TSD-309);
 - d) Number and type of licensed Software products ordered and price;
 - e) Applicable discounts;
 - f) Total invoice price, excluding sales tax;
 - g) Sales or other applicable taxes;

- h) Total invoice price; and
 - i) Payment terms including any available prompt payment discounts.
- 6.2. Payments shall be due within thirty (30) days after receipt of the Software or thirty (30) days after receipt of properly prepared invoices, whichever is later.
- 6.3. Incorrect or incomplete invoices will be returned to Contractor for correction and reissuance.
- 6.4. This Corporate Agreement number (T98-TSD-309) shall appear on all invoices, bills of lading, packages, and correspondence relating to this Contract. Purchaser shall not honor drafts, or accept goods on a sight draft basis.
- 6.5. If Purchaser fails to make timely payment, Contractor may invoice Purchaser one percent (1%) per month on the amount overdue or a minimum of \$1.00. Payment will not be considered late if a check or warrant is postmarked within thirty (30) days of receipt of the Software or receipt of Contractor's properly prepared invoice, whichever is later.

7. Overpayment to Contractor

Contractor shall promptly refund to Purchaser the full amount of any erroneous payment or overpayment made to Contractor, as determined by Purchaser, upon notice of such.

8. Advance Payment Prohibited

No advance payment shall be made for the Software furnished by Contractor under this Corporate Agreement.

Contractor's Responsibilities

9. Risk of Loss and Shipping

Contractor shall ship all Software purchased under this Corporate Agreement, freight prepaid, FOB Contractor's Manufacturing Plant. Regardless of FOB point, Contractor agrees to bear all risks of loss, damage, or destruction of the Software ordered hereunder which occurs prior to receipt; and such loss, damage, or destruction shall not release Contractor from any obligation hereunder. After receipt, the risk of loss or damage shall be borne by Purchaser, except loss or damage attributable to Contractor's fault or negligence.

10. Software Order and Delivery

- 10.1. Contractor shall ship the Software to Purchaser's location within ten (10) Business Days, unless Contractor notifies DIS of a backlog at the time of order. If Contractor is unable to ship the Software within ten (10) Business Days, and such delay is more than five (5) additional Business Days, DIS may cancel the order without penalty or obligation to Contractor.

10.2. All Software deliveries made under this Corporate Agreement shall be complete. Unless Contractor has obtained prior written approval from Purchaser, which shall not be unreasonably withheld, incomplete deliveries or backorders will not be accepted. All packages shall be accompanied by a packing slip that identifies all items included with the shipment and Purchaser's Field or Purchase Order number. For all deliveries, Contractor shall have a delivery receipt signed by an authorized representative of Purchaser.

11. User Documentation

Contractor shall provide Purchaser with one (1) copy of end user documentation and related materials at no additional charge for each Product sold hereunder, which shall be delivered along with the Product.

12. Software Warranty

- 12.1. Contractor warrants that for a period of ninety (90) days from the date of delivery, the media on which Software is furnished will be free from defects in materials and workmanship and that the Software will perform in accordance with its specifications.
- 12.2. Contractor's toll-free "hotline" to allow Purchaser to report Software problems is (800) 538-6401.
- 12.3. Within five (5) Business Days of notice from Purchaser of a defective Product, Contractor shall replace the defective Products, repair the defective Products, or refund the purchase price and terminate the shrink wrap license for the Products.
- 12.4. Purchaser agrees that Contractor will not be liable for any damages caused by Purchaser's actions or failure of Purchaser to fulfill any of its responsibilities for site installation.
- 12.5. THE WARRANTIES IN THIS CORPORATE AGREEMENT REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE. CONTRACTOR DOES NOT WARRANT THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE.

13. Contractor Commitments, Warranties and Representations

Any written commitment by contractor within the scope of this Corporate Agreement shall be binding upon Contractor. Failure of Contractor to fulfill such a commitment may constitute breach and shall render Contractor liable for damages under the terms of this Corporate Agreement. For purposes of this Corporate Agreement, a commitment by Contractor which shall be in writing includes: (a) prices, discounts, and options committed to remain in force over a specified period of time; and, (b) any warranty or representation made by Contractor in any literature, descriptions, drawings or specifications about Software performance or any other physical, design or functional characteristics, within the scope of this Corporate Agreement.

Purchaser's Authority and Responsibilities

14. Appointment and Authority of Purchaser

- 14.1. Subject to the terms and conditions set forth herein, and in any addendum or amendment hereto, Contractor appoints DIS as the purchaser of Software for End Users.
- 14.2. Dis shall distribute Software only to bona fide End Users. If DIS breaches this provision by distributing to customers other than End Users, DIS shall rebate to Contractor, as liquidated damages and not as a penalty, an amount equal to the difference between the then-current Autodesk U.S. suggested retail price, as indicated on the applicable published Autodesk price list, and the price DIS actually paid Contractor for such Software.

Software License

15. Software License Terms

All Software licensed under this Corporate Agreement shall be subject to the terms and conditions of the Autodesk Software License Agreement which is attached hereto as Schedule B.

Contract Administration

16. Notices

Any notice or demand or other communication required or permitted to be given under this Corporate Agreement or applicable law (except notice of malfunctioning Software) shall be effective only if it is in writing, properly addressed, and delivered in person, or sent by facsimile transmission, or by a recognized courier service, or deposited with the United States Postal Service as first-class certified mail, postage prepaid and return receipt requested, to the parties at the following addresses or phone numbers:

To Contractor at:

Autodesk, Inc.

Attn: Cindy Roncaglia

111 McInnis Parkway

San Rafael, CA 94903

Fax number: (415) 507-6428

To DIS at:

State of Washington

Department of Information Services

Attn: Technology Brokering Manager

605 East 11th

PO Box 42445

Olympia, WA 98504-2445

Fax number: (360) 664-0711

Notwithstanding RCW 1.12.070, such communications shall be effective upon the earlier of receipt or four (4) calendar days after mailing. The notice address and fax numbers as provided herein may be changed only by written notice as provided above.

17. Section Headings, Incorporated Documents and Order of Precedence

- 17.1. The headings used herein are inserted for convenience only and shall not control or affect the meaning or construction of any of the sections.
- 17.2. Each of the documents listed below is incorporated by this reference into this Corporate Agreement as though fully set forth herein.
- a) Schedule A – *Autodesk State and Local Government Product and Price List*;
 - b) Schedule B - Contractor's "shrink-wrap" Software License Agreement for the licensed programs acquired pursuant to this Corporate Agreement;
 - c) All Contractor or manufacturer publications, written materials and schedules, charts, diagrams, tables, descriptions, and other written representations Contractor made available to Purchaser and used to effect the sale of Software to Purchaser, or purports the Software is fit for a particular purpose or attests to the Software's engineering level, operating condition, functions, capabilities, or merchantability.
- 17.3. In the event of any inconsistency in this Corporate Agreement, it shall be resolved in the following order of precedence:
- a) Applicable federal and state statues, laws, and regulations;
 - b) Provisions of this Corporate Agreement (T98-TSD-309);
 - c) Schedule B - Contractor's "shrink-wrap" Software License Agreement;
 - d) Schedule A - *Autodesk State and Local Government Product and Price List*.

18. Entire Agreement

This Corporate Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and except as provided in the section **Contractor Commitments, Warranties and Representations**; understandings, agreements, representations, or warranties not contained in this Corporate Agreement or a written amendment hereto shall not be binding on either party. Except as provided herein, no alteration of any of the terms, conditions, delivery, price, quality, or Specifications of this Corporate Agreement will be effective without the written consent of both parties.

19. Additional Products

DIS and Contractor agree that additional Software and/or services, which are appropriate to the scope of this Corporate Agreement, may be added to this Corporate Agreement (Schedule A hereto) by an instrument in writing, with the consent of both parties. Such writing shall include a specific description of the additional Software and/or services, pricing and additional terms and conditions as relevant.

20. Authority for Modifications and Amendments

No modification, amendment, alteration, addition or waiver of any section or condition of this Corporate Agreement shall be effective or binding unless in writing and signed by authorized representatives of Contractor and DIS.

21. Independent Status of Contractor

In the performance of this Corporate Agreement, the parties will be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint venturers, or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever, nor will Contractor make any claim of right, privilege or benefit which would accrue to an employee under Chapter 41.06 RCW, Chapter 23B.16 RCW, or Title 51 RCW.

22. Governing Law

This Corporate Agreement shall be governed in all respects by the law and statutes of the State of Washington. Jurisdiction for any action hereunder shall be the Superior Court for the State of Washington. Venue of any action hereunder shall be in the Superior Court for Thurston County, Washington.

23. Subcontractors

Contractor may, with prior written permission from the DIS Contract Administrator, which consent shall not be unreasonable withheld, enter into subcontracts with third parties for performance of any part of Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce Contractor's liability to DIS for any breach in the performance of Contractor's duties. For purposes of this Corporate Agreement, Contractor agrees that all subcontractors shall be deemed agents of Contractor. Contractor further agrees to hold DIS harmless from acts or omissions of Contractor's subcontractors, their agents, or employees subject to the limitations set forth in the **Limitation of Liability** section of this Contract. DIS shall not be liable for any loss or damage resulting from personal injury, physical loss, harassment of employees, or violations of the **Patent and Copyright Indemnification** section of this Corporate Agreement occasioned by the acts or omissions of Contractor's subcontractors, their agents or employees. The **Patent and Copyright Indemnification** section of this Corporate Agreement shall apply to all subcontractors.

24. Assignment

24.1. With the prior written consent of DIS, which consent shall not be unreasonably withheld, Contractor may assign this Corporate Agreement including the proceeds hereof: *provided that*, such assignment shall not operate to relieve Contractor of any of its duties and obligations hereunder, nor shall such assignment affect any remedies available to DIS that may arise from any breach of this Corporate Agreement, its supplements, or warranties made herein, including but not limited to rights of setoff. The above notwithstanding, Contractor may assign or otherwise transfer its rights and obligations to successors-in-interest (whether by purchase of stock or assets, merger, operation of law, or otherwise) of that portion of its business related to the subject matter hereof.

24.2. With the prior written consent of Contractor, which consent shall not be unreasonably withheld, DIS may assign this Corporate Agreement to any public agency, commission, board, or the like, within the political boundaries of the State of Washington: *provided that*, such assignment shall not operate to relieve DIS of any of its duties and obligations hereunder.

25. **Publicity**

Contractor agrees to submit to DIS, all advertising, sales promotion, and other publicity matters relating to this agreement or any product furnished by Contractor wherein Purchaser or DIS is mentioned or language is used which infers or implies a connection with Purchaser or DIS. Contractor further agrees not to publish or use such advertising, sales promotion, or publicity matter without the prior written consent of DIS.

26. **Review of Contractor's Records**

26.1. Both parties shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature invoiced in the performance of this Corporate Agreement. Such records shall be retained for six (6) years after the expiration or termination of this Corporate Agreement. Records involving matters in litigation related to this Corporate Agreement shall be kept for one (1) year following the termination of litigation, including all appeals if the litigation has not terminated within five (5) years from the date of expiration or termination of this Corporate Agreement.

26.2. Contractor, in its sole discretion, not more than once each Contractor-defined fiscal quarter, may conduct an audit of the financial and other records of DIS for the purpose of ensuring that DIS is complying with the terms of this Agreement. Such audits shall be conducted at DIS's site during normal business hours upon reasonable notice to DIS. Contractor shall bear the cost of such audit, unless Contractor determines that (a) DIS has underpaid Contractor by more than five percent (5%) for any Contractor-defined fiscal quarter or year, or (b) DIS has failed to disclose a material breach of an End User License Agreement (Schedule B) or of this Agreement.

General Provisions

27. **Patent and Copyright Indemnification**

27.1. Contractor will, at its expense, defend or settle any claim against DIS that Software or Software supplied hereunder infringe any patent, copyright, or trademark. Contractor will pay resulting costs, damages and attorneys' fees awarded by final judgement or agreed upon in a negotiated settlement, *provided that*, DIS:

- a) Promptly notifies Contractor in writing of the claim; and
- b) Cooperates with and agrees to use its best efforts to encourage the Office of the Attorney General of Washington to grant Contractor sole control of the defense and all related settlement negotiations.

27.2. Contractor will pay all costs of such defense and settlement, and any costs and damages awarded by a court or incurred by DIS, except costs paid to the Office of the Attorney General as legal fees. If such claim has occurred, or in Contractor's opinion is likely to occur, DIS agrees to permit Contractor at its option and expense, either to procure for DIS the right to continue using the Software or to replace or modify the same so that they become non-infringing and functionally equivalent. If use of the Software is enjoined by a court, and Contractor determines that none of these alternatives is reasonably available, Contractor, at its risk and expense, will take back the Software and refund its depreciated value. No termination charges will be payable on such returned Software, and DIS will pay only those charges which were payable prior to the date of such return. Depreciated value shall be calculated on the basis of a useful life of five (5) years commencing on the date of purchase and shall be an equal amount per year over said useful life. The depreciation for fractional parts of a year shall be prorated based on 365 days per year. In the event the Software has been installed less than one year, transportation to the initial installation site paid by DIS shall be refunded by Contractor.

27.3. Contractor has no liability for any claim of infringement arising from:

- a) Contractor's compliance with any designs, specifications or instructions of Purchaser;
- b) Modification of the Software by Purchaser or a third party without the prior knowledge and approval of Contractor;
- c) Use of the Software in a way not specified by Contractor; or
- d) Use of the Software with Software not supplied by Contractor;

unless the claim arose against Contractor's Software, Software or Services independently of any of these specified actions.

28. Save Harmless

Contractor shall protect, indemnify and save DIS harmless from and against any damage, cost, or liability, resulting from any claim, including reasonable attorneys' fees, for any or all injuries to persons or damage to property arising from intentional, willful or negligent acts or omissions of Contractor, its officers, employees, agents, or subcontractors.

29. OSHA/WISHA

Contractor represents and warrants that its products, when shipped, are designed and manufactured to meet then current federal and state safety and health regulations. Contractor further agrees to indemnify and hold Purchaser harmless from all damages assessed against Purchaser as a result of the failure of the items furnished under this Corporate Agreement to so comply.

30. Compliance with Civil Rights Laws

During the performance of this Corporate Agreement, Contractor shall comply with all federal and applicable state nondiscrimination laws, including but not limited to: Title VII of the Civil Rights Act, 42 U.S.C. 12101 *et seq.*; the Americans with Disabilities Act (ADA); and Chapter 49.60 RCW, Washington Law Against Discrimination. In the event of Contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this Corporate Agreement may be rescinded or terminated in whole or in part under the Termination

for Default section, and Contractor may be declared ineligible for further Contracts with Purchaser. In addition to the cancellation of this Corporate Agreement, Contractor may be subject to penalties under federal and state law.

31. Severability

The terms and conditions of this Corporate Agreement are declared severable. If any term or condition of this Corporate Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application.

32. Waiver

Waiver of any breach of any term or condition of this Corporate Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Corporate Agreement shall be held to be waived, modified, or deleted except by a written instrument signed by the parties hereto.

33. Contractor's Proprietary Information

Contractor acknowledges that DIS is subject to Chapter 42.17 RCW, the Public Disclosure Act, and that this Corporate Agreement shall be a public record as defined in RCW 42.17.250 through 42.17.340. Any specific information that Contractor claims to be confidential or proprietary shall be clearly identified as such by Contractor. To the extent consistent with Chapter 42.17 RCW, DIS shall maintain the confidentiality of all such information marked confidential or proprietary. If a request is made to view Contractor's proprietary information, DIS will notify Contractor of the request and of the date that the records will be released to the requester unless Contractor obtains a court order enjoining that disclosure. If Contractor fails to obtain the court order enjoining disclosure, DIS will release the requested information on the date specified.

Disputes and Remedies

34. Disputes

- 34.1. In the event a bona fide dispute concerning a question of fact arises between Contractor and DIS and it cannot be resolved between the parties with the aid of the DIS Contract Administrator, either party may initiate the dispute resolution procedure provided herein.
- 34.2. Disputes shall be resolved as quickly as possible. The initiating party shall reduce its description of the dispute to writing and deliver it to the responding party. The responding party shall respond in writing within three (3) Business Days.
 - a) Both parties shall have three (3) Business Days to negotiate in good faith to resolve the dispute. If the dispute cannot be resolved within three (3) Business Days, a dispute resolution panel may be requested in writing by the initiating party, who shall also identify the first panel member.

- b) Within three (3) business days of receipt of the initiating party's request, the responding party will designate a panel member. The two panel members will appoint a third member to the panel within the next three (3) Business Days.
 - c) Each of the parties agrees to bear the costs of its own designated panel member. The costs for the third panel member shall be shared equally by the parties.
 - d) The panel will review the written descriptions of the dispute, gather additional information as needed, and render a decision on the dispute in the shortest practical time.
 - e) The parties agree that the decision of the panel will be binding.
- 34.3. Notwithstanding the above, Contractor expressly reserves the right to file actions before any competent judicial or administrative tribunal in those situations involving alleged intellectual property infringement of its Products.
- 34.4. DIS and Contractor agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their respective responsibilities under this Corporate Agreement which are not affected by the dispute.
- 34.5. DIS and Contractor agree to exercise good faith in dispute resolution and, whenever possible, to settle disputes prior to using the dispute resolution panel. No party shall commence litigation against another before the panel has issued its decision on the matter in dispute.
- 34.6. This Disputes clause does not preclude the consideration of questions of law in connection with decisions provided for in this clause, *provided that*, nothing in this Corporate Agreement shall be construed as making final the decisions of any administrative official, representative, or board on a question of law.

35. Attorneys' Fees and Costs

If any party brings litigation to enforce any term, condition, or section of this Corporate Agreement, or as a result of this Corporate Agreement in any way, the prevailing party shall be awarded its reasonable attorneys' fees together with necessary fees, expenses, and costs incurred for such litigation at both trial and appellate levels, as well as subsequent to judgement in obtaining execution thereof.

36. Non-Exclusive Remedies

The remedies provided for in this Corporate Agreement shall not be exclusive but are in addition to all other remedies available under law.

37. Limitation of Liability

- 37.1. The parties agree that neither Contractor nor Purchaser shall be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages except a claim or demand based on patent or copyright infringement, in which case liability shall be as set forth elsewhere in this Corporate Agreement. The damages specified in the sections titled **Year 2000 Compliance Warranty, Review of Contractor's Records, OSHA/WISHA and Termination for Default** are not consequential, incidental, indirect, or special damages as those terms are used in this section.
- 37.2. Neither Contractor nor Purchaser shall be liable for damages arising from causes beyond the reasonable control and without the fault or negligence of either Contractor or Purchaser. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of a governmental body other than Purchaser acting in either its sovereign or contractual capacity, war, explosions, fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the delays shall be beyond the reasonable control and without fault or negligence of Contractor, Purchaser, or their respective subcontractors.
- 37.3. If delays are caused by a subcontractor without its fault or negligence, neither Contractor nor Purchaser shall be liable for damages for delays, unless the Software or Services were obtainable on comparable terms from other sources in sufficient time to permit Contractor or Purchaser to meet its required performance schedule.
- 37.4. Neither party shall be liable for personal injury or damage to the other party's property except personal injury or damage to property proximately caused by such party's respective fault or negligence.

Contract Termination

38. Termination for Default

- 38.1. If Contractor violates any material term or condition of this Corporate Agreement or fails to fulfill in a timely and proper manner its obligations under this Corporate Agreement, the DIS Contract Administrator will give Contractor written notice of the failure or violation, and the failure or violation shall be corrected by Contractor within thirty (30) calendar days or as otherwise mutually agreed. If Contractor's failure or violation is not so corrected, Purchaser, at its option, may withhold all monies due and payable to Contractor until such failure to perform is cured or otherwise resolved, or pursue immediate termination of this Corporate Agreement.. This Corporate Agreement may be terminated immediately by written notice from the DIS Contracting Officer to Contractor.
- 38.2. In the event DIS terminates this Corporate Agreement, DIS shall have the right to procure the Products that are the subject of this Corporate Agreement on the open market and Contractor shall be liable for all damages including, but not limited to:
- a) The cost difference between the original Corporate Agreement price for the Products and the replacement costs of such Products acquired from another vendor; and

- b) If applicable, all administrative costs directly related to the replacement of the Corporate Agreement, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs; and,
 - c) Any other costs to Purchaser resulting from Contractor's breach. Purchaser shall have the right to deduct from any monies due to Contractor, or that thereafter become due, an amount for damages that Contractor will owe Purchaser for Contractor's default.
- 38.3. If Purchaser violates any material term or condition of this Corporate Agreement or fails to fulfill in a timely and proper manner its performance obligations under this Corporate Agreement, then Contractor shall give Purchaser written notice of such failure, which shall be corrected by Purchaser within thirty (30) calendar days. If such failure to perform is not so corrected, this Corporate Agreement may be terminated immediately by written notice from Contractor to the DIS Contracting Officer.
- 38.4. If it is determined the failure to perform is without the defaulting party's control, fault, or negligence; the termination shall be deemed a Termination for Convenience.

39. Termination for Convenience

- 39.1. Either party may terminate this Corporate Agreement by thirty (30) calendar days written notice to the other. Invocation of the **Termination for Withdrawal of Authority** section shall be deemed a Termination for Convenience but will not require such thirty (30) calendar days written notice.
- 39.2. If this Corporate Agreement is so terminated, Purchaser is liable only for payments required by the terms of this Corporate Agreement for Software received by Purchaser prior to the effective date of termination.

40. Termination for Withdrawal of Authority

In the event that the authority of DIS to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Corporate Agreement and prior to normal completion, DIS may terminate this Corporate Agreement under the **Termination for Convenience** section. No penalty shall accrue to DIS for exercising its rights under this section. This section shall not be construed to permit DIS to terminate this Corporate Agreement to acquire similar Software from a third party.

41. Termination for Conflict of Interest

DIS may terminate this Corporate Agreement by written notice to Contractor if DIS determines, after due notice and examination, that any party has violated Chapter 42.52 RCW, Ethics in Public Service or any other laws regarding ethics in public acquisitions and procurement and performance of contracts. In the event this Corporate Agreement is terminated for conflict of interest, DIS shall be entitled to pursue the same remedies against Contractor as it could pursue in the event Contractor breaches this Corporate Agreement.

Contract Execution

42. Authority to Bind

The signatories to this Corporate Agreement represent that they have the authority to bind their respective organizations to this Contract.

43. Counterparts

This Corporate Agreement may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of the Corporate Agreement signed by each party, for all purposes.

In Witness Whereof, the parties hereto, having read this Corporate Agreement in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

APPROVED

State of Washington
Department of Information Services

Signature
John M. Anderson
Print or Type Name
Assistant Director
Title

4/21/98
Date

APPROVED

Autodesk, Inc.

Signature
JACK MARGOLIS
Print or Type Name
MANAGER, GOV'T PROGRAMS
Title
Date

4-17-98
Date

Approved as to Form

State of Washington,
Office of the Attorney General

Signature
Anthony E. Keating
Print or Type Name
Assistant Attorney General
Title

4.20.98
Date

Contractor's Phone Number: (415) 507-6474
Contractor's Fax Number: (415) 507-6428
Contractor's UBI Number: N/A
Contractor's Federal Tax ID Number: 94-2819853

Schedule A

***Autodesk State and Local Government Product
and Price List***

As of April 22, 1998

For

Corporate Agreement No. T98-TSD-309

Schedule B

Autodesk Software License Agreement

Autodesk Software License Agreement

IMPORTANT. BY OPENING THE SEALED SOFTWARE PACKET(S), YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT. THESE ARE THE ONLY TERMS UPON WHICH AUTODESK SOFTWARE PRODUCTS ARE LICENSED. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY, WITHIN THIRTY (30) DAYS, RETURN THIS ENTIRE PACKAGE, INCLUDING THE UNOPENED SOFTWARE PACKET(S), TO THE LOCATION WHERE YOU ACQUIRED IT FOR A FULL REFUND. WITH SOME PRODUCTS MORE THAN ONE COMPUTER PROGRAM MAY BE RESIDENT ON THE MEDIA. ONE OR MORE OF THESE ADDITIONAL PROGRAMS MAY BE ACCESSIBLE ONLY BY PAYMENT OF ADDITIONAL LICENSE FEES AND RECEIPT OF AN AUTHORIZATION CODE. THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT SHALL APPLY TO ALL PRODUCTS CONTAINED IN THE MEDIA, REGARDLESS OF WHEN ACCESS TO THEM IS OBTAINED, EXCEPT THAT THE RIGHTS GRANTED IN THE GRANT OF LICENSE SECTION SHALL BECOME EFFECTIVE ONLY UPON AUTHORIZED ACCESS TO THE APPLICABLE PRODUCTS.

Grant of License. Autodesk, Inc. ("Autodesk") grants you a nonexclusive, nontransferable license to use the enclosed program (the "Software") according to the terms and conditions herein. This License Agreement permits you to install the Software on your primary computer, and to make one additional copy for use on a second computer you may have, provided that (1) the additional copy is used only by you; (2) only one of the Software copies is in use at any one time at any one location; and (3) the Software is not licensed and/or labeled for educational use only. However, if this Software is being licensed to you for use on a networked system (certain products only), you may operate the Software as a multiple-user installation with either:

- (i) the maximum number of concurrent users being one (1) so that multiple individuals may access the Software, but that only one person at a time may do so, or
- (ii) the maximum number of concurrent users being two (2) or more, in which case you must buy the first complete Software package and also a specified number of licenses for each additional concurrent user.

Regardless of which alternative you choose, this License permits you to make only one archival 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. This Software package may contain a printed manual and accompanying documentation (the "Documentation") or electronic Documentation. If the Documentation is in printed form, it may not be copied. If the Documentation is in electronic form, you may print out one (1) copy, which may not be copied.

Restrictions. YOU MAY NOT USE OR TRANSFER THE SOFTWARE OUTSIDE OF THE WESTERN HEMISPHERE, REGARDLESS OF WHETHER SUCH TRANSFER WAS ACCOMPLISHED BY PHYSICAL OR ELECTRONIC MEANS.

YOU MAY NOT: (1) modify, translate, reverse-engineer, decompile, or disassemble the Software; (2) rent, lease, or transfer all or part of the Software, Documentation, or any rights granted hereunder to any other person without Autodesk's prior written consent; (3) remove any proprietary notices, labels, or marks from the Software or Documentation; (4) use or transfer the Software outside of the Western Hemisphere; (5) utilize any computer hardware or software designed to defeat any hardware copy-protection device, should the software you have licensed be equipped with such protection; or (6) use Software for commercial or other revenue-generating purposes if the Software has been licensed or labeled for educational use only.

Upgrades and Updates. If this Software is being licensed to you as an upgrade or update to software previously licensed to you, you must destroy the software previously licensed to you, including any copies resident on your hard disk drive, return any hardware locks which came with the software previously licensed to you (if any) within sixty (60) days of the purchase of the license to use the upgrade or update.

Autodesk reserves the right to require you to show satisfactory proof that previous copies of the software have been destroyed. If the hardware lock is not returned within the stipulated period, Autodesk reserves the right to charge you the difference in price between the upgrade license price and the suggested retail price of this Software.

Multiple-Operating-System Software. If the Software package contains versions designed for use on more than one operating system, or if you have purchased an operating-system exchange, you may install all versions of the Software but only on one computer, at one location, at any one time, and you may use only one operating-system version at any one time. If the Software is licensed for network use, you may install it in the above manner, but simultaneous use is restricted to the number of users for which you have licenses. These multiple-operating-system license terms apply only to specific versions of certain Autodesk products that contain versions for multiple-operating systems. You may not rent, lease, or transfer any of the multiple-operating-system software that is not in use.

Kinetix® Software. The following applies to Software and Documentation developed by Kinetix, a division of Autodesk:

AutoVision®: AutoVision Software may be licensed for network use pursuant to "Grant of License."

3D Studio®: Notwithstanding the single-user/one-computer "Grant of License" in this License Agreement, you may install 3D Studio Software on more than one computer for the exclusive purpose of network rendering of your files.

3D Studio MAX® and 3D Studio VIZ™: You may modify and make unlimited copies of the source code examples ("Source Examples") contained in the Software and any resulting binary files for the exclusive purpose of incorporation into your own works (the "User Works") and you may treat the User Works as your own creations with the following restrictions: (1) You must clearly identify any modified source code examples and any resulting binary files as User Works developed by you, and not by Autodesk, and you must use class identifications for any classes of objects you create that are different from the class identifications used by Autodesk. (2) You may distribute the resulting binary files of the Source Examples in User Works that are commercially distributed software applications only if: (i) such applications require 3D Studio MAX or 3D Studio VIZ to operate; and (ii) such applications contain significant features and functionality in addition to the Source Examples so that the Source Examples are not the primary source of value. You must include the copyright notices of Autodesk, Inc. in any copy of the Source Examples and resulting binary files.

3D Studio, 3D Studio MAX and 3D Studio VIZ: You may modify and make unlimited copies of the individual animations, still images, and audio files contained in the Software (collectively called the "Software Files") for the sole purpose of incorporation into your own animations and still images. In addition, you may make unlimited copies of any player included in the Software (the "Player") for purposes of playing back the User Works if you include the unmodified Autodesk copyright notice in any such copy. You may treat the User Works as your own creations and you may distribute the Software Files subject to the following restrictions: You must exclude MIDI files in any medium for commercial radio or television broadcast, and you may not distribute Software Files that were supplied with the Software, modified or unmodified, as a stand-alone commercial product, including, but not limited to, applications in the form of a collection or library, or as part of a software design tool, except with Autodesk's written permission. Subject to the foregoing restrictions, you may distribute the User Works and Software Files when incorporated into commercial software applications provided that such commercial software applications contain significant features and functionality in addition to the Software Files and the Software Files are not the primary source of value.

Hyperwire™: You may make unlimited copies of the Runtime Classes, 3D runtime install file, *Whip!*™ install file and Hyperwire Samples install file for incorporation into your own works. "Runtime Classes" shall mean the Hyperwire runtime installation program, the contents of the "Classes" folder in the Hyperwire install directory and the contents of the "Classlib" folder in the install directory. NOTE: All modules in the Plug-in folder are unsupported.

3D Props® and Texture Universe®: You may modify and make unlimited copies of content files contained in the Software for the exclusive purpose of incorporation into your own User Works. You may treat the User Works as your own creations as long as the content files are not the primary source of the value of the User Works. You may not distribute the content files in the form of a collection or library or as part of a software design tool.

Autodesk WalkThrough™: You may modify and make unlimited copies of the individual animations, still images, textures, and audio files contained in the Software (collectively "Software Files") for the sole purpose of incorporation into your own works (the "User Works"). You may treat the User Works as your own creations as long as the Software Files are not the primary source of the value of the User Works, for example, a digital texture mapped to a three dimensional surface which is included in an architectural walk-through animation is a permitted use of the Software Files. You may not distribute the Software Files that are supplied with the Software, modified or unmodified, in commercial products for resale, or redistribute the Software Files in the form of a collection or library, or as part of a software design tool.

You may make unlimited copies of the .DWG files and other associated data contained in the Software (the ".DWG Files") for the exclusive purpose of incorporation into your own drawings and designs (the "User Drawings"). You may treat the User Drawings as your own creations as long as the .DWG Files are not the primary source of the value of the User Drawings. You may not distribute .DWG Files that are supplied with the Software, modified or unmodified, in commercial products for resale, or redistribute the .DWG Files in the form of a collection or library, or as part of a software design tool.

Multiple Media Software. If the Software package contains the primary program on multiple types of media (e.g., 3.5-inch disks, 5.25-inch disks, and/or CD-ROM), then you may use only the medium appropriate to your specific needs. You may not loan, rent, lease, or transfer the other media contained in the package except as a transfer with Autodesk's prior written consent as provided above.

Copyright. Title and copyrights to the Software and accompanying materials and any copies made by you remain with Autodesk. Unauthorized copying of the Software or Documentation, or failure to comply with the above restrictions, will result in automatic termination of this license. Unauthorized duplication of the Software constitutes copyright infringement and in the United States is punishable in a federal criminal action by a fine of up to US\$250,000 and imprisonment for up to five (5) years. In addition, federal civil penalties allow the recovery of actual damages based on the number of copies produced or liquidated damages of up to US\$100,000 for willful copyright infringement.

Limited Warranty. Autodesk warrants that, for a period of ninety (90) days from the date of delivery to you as evidenced by a copy of your receipt, the media on which the Software is furnished under normal use will be free from defects in materials and workmanship. EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTIES, AUTODESK MAKES, AND YOU RECEIVE, NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR IN ANY COMMUNICATION WITH YOU; AND AUTODESK SPECIFICALLY DISCLAIMS ANY OTHER WARRANTY INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AUTODESK DOES NOT WARRANT THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE. If this Software was purchased in the United States, the above exclusions may not apply to you as some states do not allow the exclusion of implied warranties. In addition to the above warranty rights, you may also have other rights, which vary from state to state.

Year 2000 Compliance. Autodesk warrants that the Software under normal use shall be able to accurately process date and time data from, into and beyond the year 2000 including leap year calculations. In the event of a breach of this warranty, Autodesk shall (a) use reasonable commercial efforts consistent with its standard policy on bug-fixes to restore such functionality, (b) replace the Software with conforming Software or (c) in the event that neither (a) or (b) are possible, refund the purchase price.

Remedies. The entire liability of Autodesk and your exclusive remedy under the warranty provided herein will be, at the option of Autodesk, to attempt to correct or work around errors, to replace the media, or to refund the purchase price and terminate this Agreement. This remedy is subject to return of the Software to Autodesk or to the Authorized Autodesk Dealer from whom it was obtained with a copy of your receipt.

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.

Limitation of Liability. IN NO EVENT WILL AUTODESK BE LIABLE FOR ANY DAMAGES, WHETHER ARISING FROM TORT OR CONTRACT, INCLUDING LOSS OF DATA, LOST PROFITS, COST OF COVER, OR OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE PROGRAM OR ACCOMPANYING DOCUMENTATION, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY. THIS LIMITATION WILL APPLY EVEN IF AUTODESK OR ANY AUTHORIZED AUTODESK DEALER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. YOU ACKNOWLEDGE THAT THE LICENSE FEE REFLECTS THIS ALLOCATION OF RISK. If you purchased this program in the United States, the above limitation may not apply to you because some states do not allow the limitation or exclusion of liability for incidental or consequential damages.

Restricted Rights for US Government Customers. This Software and Documentation are provided with RESTRICTED RIGHTS for US Government customers. Use, duplication, or disclosure by the US Government is subject to restrictions as set forth in FAR 12.212 (Commercial Computer Software—Restricted Rights) and DFAR 227.7202 (Rights in Technical Data and Computer Software), as applicable. Manufacturer is Autodesk, Inc., 111 McInnis Parkway, San Rafael, California 94903.

General. This Agreement shall not be governed by the UN Convention on Contracts for the Sale of Goods; rather this Agreement shall be governed by the laws of the State of Washington, 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 Documentation. If you have any questions, please contact in writing: Autodesk, Inc., Customer Service, 111 McInnis Parkway, San Rafael, California 94903.

Amendment Number 00-01
DIS Corporate Agreement Number T98-TSD-309
Autodesk Software

This Amendment 00-01 ("Amendment") to contract number T98-TSD-309 ("Contract") is made and entered into by and between the Department of Information Services ("DIS"), an agency of the State of Washington, and Autodesk, Inc. ("Autodesk").

This Amendment is authorized by and made in accordance with Provision 20 (*Authority for Modifications and Amendments*) and Provision 23 (*Subcontractors*) of the Contract.

DIS and Autodesk hereby agree to add DLT Solutions, Inc. ("DLT") as an authorized subcontractor to the Contract to perform Autodesk's duties of order receipt, order fulfillment, and payment receipt. Contact information for DLT is as follows:

DLT Solutions, Inc.
Attn: Autodesk Authorized Reseller
360 Herndon Parkway, Suite 700
Herndon, Virginia 20170

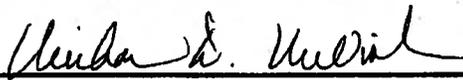
Telephone: (888) 447-2223
Fax: (703) 709-8450
Email: autodesk@dlt.com
Internet: www.dlt.com/autodesk
TIN: 54-1599882

All other provisions of DIS Corporate Agreement Number T98-TSD-309 shall remain in full force and effect.

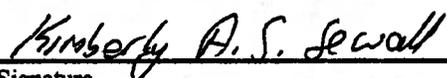
This Amendment 00-01 shall be effective as of the date signed by DIS.

Approved
State of Washington,
Department of Information Services

Approved
Autodesk, Inc.



Signature



Signature

Michael D. McVicker

Print or Type Name

Kimberly Sewall

Print or Type Name

Assistant Director, TSD

Title

11/8/99

Date

CSC Senior Manager

Title

11/5/99

Date



STATE OF WASHINGTON
 DEPARTMENT OF INFORMATION SERVICES
 Olympia, Washington 98504-2445

April 12, 2000

Autodesk, Inc.
 Attn: Ms. Kim Sewall
 111 McInnis Parkway
 San Rafael, CA 94903

RE: Extension (00-02) of State of Washington Contract Number T98-TSD-309
 for Autodesk Software

Dear Ms. Sewall:

The current term of Contract T98-TSD-309 will expire on April 21, 2000. Pursuant to Provision 2 (*Term*), this letter is written notice to Autodesk, Inc. of the Department of Information Services' intent to extend this contract for an additional year, specifically from April 21, 2000 through April 21, 2001. Assuming this extension is acceptable to Autodesk, Inc., please indicate acceptance by appropriate signature below.

Please return one signed original to DIS to the attention of the TSD Contract Administrator at the address below and keep the other original for your files. Thank you.

Sincerely,

Michael D. McVicker, Assistant Director
 Department of Information Services
 512-12th Avenue SE
 PO Box 42445
 Olympia Washington 98504-2445

By signature below, Autodesk, Inc. indicates its acceptance of the extension of Contract Number T98-TSD-309 with the State of Washington, Department of Information Services from April 21, 2000 through April 21, 2001.

Michael Smith
 Signature

Sales Support Mgr
 Title

Michael Smith
 Print or Type Name

4/19/00
 Date

Kim Sewall
 Signature

Director of Sales Operations
 Title

Kim Sewall
 Print or Type Name

4/19/00
 Date



STATE OF WASHINGTON
DEPARTMENT OF INFORMATION SERVICES
Olympia, Washington 98504-2445

March 12, 2001

Autodesk, Inc.
Attn: Ms. Cindy Roncaglia
111 Melnis Parkway
San Rafael, California 94903

RE: Corporate Agreement Number T98-TSD-309
Extension (01-03)

Dear Ms. Roncaglia:

The current term of Corporate Agreement Number T98-TSD-309 will expire on April 21, 2001. Pursuant to Provision 2 (Term), this letter is written notice to Autodesk, Inc. of the Department of Information Services' intent to extend this contract for an additional one-year term, specifically from April 21, 2001 through April 20, 2002. Assuming this extension is acceptable to Autodesk, Inc., please indicate acceptance by appropriate signature below.

Please return one signed original to DIS to the attention of the TSD Contract Administrator at the address below and keep the other original for your files. Thank you.

Sincerely,

Michael D. McVicker, Assistant Director
Department of Information Services
512-12th Avenue SE
PO Box 42445
Olympia Washington 98504-2445

By signature below, Autodesk, Inc. indicates its acceptance of the extension of Corporate Agreement Number T98-TSD-309 with the State of Washington, Department of Information Services from April 21, 2001 through April 20, 2002.

Kristie Vice
Signature
Kristie Vice
Print or Type Name

Government Sales Manager
Title
4-20-01
Date

February 20, 2002

Autodesk, Inc.
Attn: Ms. Cindy Roncaglia
111 McInnis Parkway
San Rafael, California 94903

RE: Corporate Agreement Number T98-TSD-309
Extension (02-04)

Dear Ms. Roncaglia:

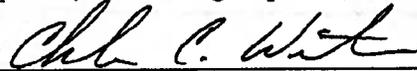
The current term of Corporate Agreement Number T98-TSD-309 will expire on April 20, 2002. Pursuant to Provision 2 (*Term*), this letter is written notice to Autodesk, Inc. of the Department of Information Services' intent to extend this Corporate Agreement for the final one-year term, specifically from April 20, 2002 through April 19, 2003. Assuming this extension is acceptable to Autodesk, Inc., please indicate acceptance by appropriate signature below.

Please return one signed original to DIS to the attention of the TSD Contract Administrator at the address below and keep the other original for your files. Thank you.

Sincerely,

Michael D. McVicker, Assistant Director
Telecommunication Services Division
2411 Chandler Court SW [Street Address Zip Code: 98502]
P. O Box 42445 [P.O. Zip Code: 98504-2445]
Olympia, Washington

By signature below, Autodesk, Inc. indicates its acceptance of the extension of Corporate Agreement Number T98-TSD-309 with the State of Washington, Department of Information Services from April 20, 2002 through April 19, 2003.



Signature
Charles C. Winter

Print or Type Name

V.P. U.S. Major Account Sales

Title
April 1, 2002

Date

Amendment 03-05
Corporate Agreement Number T98-TSD-309
for
Autodesk Software

In accordance with Section 20 (*Authority for Modifications and Amendments*) of Corporate Agreement Number T98-TSD-309 ("Corporate Agreement"), this Amendment 03-05 is entered into by and between the State of Washington, Department of Information Services ("DIS") and Autodesk, Inc., ("Contractor")

The purpose of this Amendment is make the term for this Corporate Agreement evergreen, i.e., renewing automatically each year unless either party gives thirty (30) days notice to the other.

The parties agree to amend the Corporate Agreement as follows:

1. In Section 2 (*Term*) Subsection 2.2 Subsequent Terms is deleted in its entirety and replaced with the following language:
 - 2.2 Subsequent Terms. This Corporate Agreement shall renew automatically each year on April 21st unless one party gives the other party at least thirty (30) calendar days notice of its intent not to renew the Corporate Agreement.
2. In Section 4 (*Pricing*), a sentence is added to Subsection 4.1 so that it reads as follows:
 - 4.1. Contractor agrees to provide its "shrink-wrapped" Software directly, but not exclusively, to Technology Brokering Services of DIS for distribution to state agencies or political subdivisions of the state of Washington or non-profit organizations with the authority to purchase such Software under a properly executed Interlocal Cooperative Agreement with DIS. All orders submitted by DIS for Autodesk Products shall include the End User's name, phone number, address and email address.

All other sections of Corporate Agreement T98-TSD-309 shall remain in full force and effect.

This Amendment 03-05 shall be effective as of the date signed by DIS.

Approved

State of Washington,
Department of Information Services



Signature

Michael B. Emans

Print or Type Name

Assistant Director

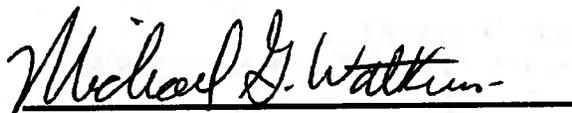
Title

4/15/03

Date

Approved

Autodesk, Inc.



Signature

MICHAEL G. WATKINS

Print or Type Name

GOVT CHANNEL SALES MGR. 4-9-2003

Title *Date*

AMENDMENT 12-06
AGREEMENT NUMBER T98-TSD-309

This Amendment 12-06 to Agreement Number T98-TSD-309, dated April 22, 1998 (the "Agreement"), is entered into by the Department of Enterprise Services, an agency of the state of Washington ("DES"), and Autodesk, Inc. ("Contractor").

WHEREAS, the State of Washington, Department of Information Services ("DIS") and Contractor previously entered into the Agreement for the licensing and maintenance of certain software;

WHEREAS, the State of Washington Engrossed Substitute Senate Bill 5931 eliminated DIS and created three new agencies, among which DES is one; and

WHEREAS, DES is responsible for performing services as DIS did and/or has the same or substantially similar needs for the certain software as DIS had;

NOW THEREFORE, the parties agree to amend the Agreement as follows:

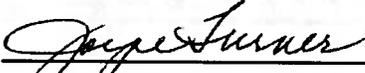
1. By signing this Amendment, DES hereby unconditionally assumes and shall promptly, fully, completely, and faithfully keep, fulfill, observe, perform, and discharge each and every right and obligation, which may accrue or become performable, due, or owing under the Agreement on DIS' part.
2. All references to the "Department of Information Services" and "DIS" shall now be references to the "Department of Enterprise Services" and "DES," respectively.
3. The address for DES for notices under the Agreement as set forth in Section 16 is hereby changed to the following:

State of Washington
Department of Enterprise Services
1500 Jefferson Street SE
P.O. Box 42445
Olympia, WA 98504-2445
4. All other terms and conditions of the Agreement and all addenda and amendments thereto shall remain in full force and effect.

IN WITNESS WHEREOF the parties having read this Amendment 12-06, agree to it in each and every particular, and have executed it below.

APPROVED

WASHINGTON STATE
DEPARTMENT OF ENTERPRISE SERVICES

By: 
Name: JOYCE TURNER
Title: DIRECTOR
Date: 5/8/12

APPROVED

AUTODESK, INC.

By: 
Name: Julie Cullivan
Title: VP Global Sales + Marketing Ops
Date: 4/23/2012