

Autodesk Design Academy 2009 Academic VAR Order Form

Autodesk wants to make the purchasing and renewal process for the Autodesk® Design Academy program as easy as possible. This form may be used for both new purchases and renewals. For renewals, please complete the contact information section to ensure Autodesk has the latest information for your institution. **Complete school contact information must be provided on the reseller purchase order otherwise a school purchase order must accompany this completed form.** Your Autodesk Academic VAR can provide you with an electronic copy of this form. We recommend you save this document and populate the required information using a word processor.

Autodesk must receive this order form to process all ADA Annual License, ADA Perpetual License, and ADA Plusgrade orders. A reseller purchase order must accompany this form. **Orders that do not include complete school contact information on the reseller Purchase Order or the school Purchase Order as well as the completed Order Form cannot be processed and will be returned for completion.**

Bill to Address:

Important: Please ensure that the "Bill To" institution name and contact information you provide below is consistent with the school name provided on your PO. School names must match exactly.

Institution Name: _____

ADA Institution Licenses Serial Number (if existing customer): _____

Campus Administrator (primary contact): _____

Campus Administrator E-Mail: _____

Institution Technical Support Contact: _____

Institution Technical Support Contact E-Mail: _____

Street Address: _____ City: _____

State/Province: _____ Zip Code/Postal Code: _____ Country: _____

Telephone: _____ Fax Number: _____

Reseller of Record: _____

Ship to Address, if different than above.

Institution Name: _____

Street Address: _____

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

Country: _____ Telephone Number: _____ Fax Number: _____

Autodesk Design Academy 2009 AVAR Order Terms and Conditions

1. Autodesk Software License

The use of the Software shall be governed by the terms and conditions of this Order Form and the Autodesk Design Academy License Agreement (the "License Agreement") that is shipped with the Software. The License Agreement and Order Form supersede any other end user license agreement that appears when installing the Software ("Click-Through Agreement"), to the extent such Click-Through Agreement conflicts with the License Agreement. In the event of a conflict between the documents, the conflict shall be resolved in accordance with the following order of precedence unless otherwise set forth by Autodesk in such documents:

- (i) License Agreement;
- (ii) Order Form;
- (iii) Click-Through Agreement.

2. Consent and Release

By signing below, Institution acknowledges that it has read, understood and agrees to be bound by the terms and conditions of this Order Form and that the person signing is duly authorized to do so.

Name: _____ Title: _____

Signature: _____ Date: _____

Marketing Consent and Release - Optional

- Marketing Opt out

You grant and Autodesk accepts your permission to use the institution name listed herein at no charge, nonexclusively and irrevocably, in Autodesk's public relations and marketing materials. Marketing materials include advertising, public relations (publications, internal newsletters, the Autodesk website, videos, annual reports, direct marketing), and in other promotional literature.

Design Academy Software Titles:

Autodesk Design Academy 2009 Solution includes, but is not limited to, the following Autodesk software titles (collectively referred to herein as "Software") and related Subscription (if applicable): AutoCAD® 2009, Autodesk® Inventor® Professional 2009 (includes AutoCAD® Mechanical 2009, Autodesk® Vault 2009, Autodesk® Inventor® 2009, and Autodesk® Design Review 2009), AutoCAD® Architecture 2009, Revit® Architecture 2009, AutoCAD® Revit® MEP Suite 2009 (includes AutoCAD® MEP 2009 and Revit® MEP 2009), AutoCAD® Civil 3D® 2009 (includes Autodesk® Civil 3D® Land Desktop Companion 2009), Autodesk® 3ds Max® Design 2009, and Design Academy 2009 curriculum.

Design Academy License Solution Options:

1. Annual Term License

Under the ADA Annual Term License model, Institution purchases an annual term site license with no limit on the number of licenses* of the Software that an Institution may install at **one (1)** Institution Site on Institution individual (standalone) or network computers during the term of the Annual License. At the expiration of the year term, Institution may purchase another annual license or remove the software and curriculum from its computers without any further commitment.

2. Perpetual License

a. New Limited Seat License

Under the ADA Perpetual Term License – Limited Seats model, Institution purchases and has the perpetual right to use the Software and curriculum on the number of computers on **one (1)** Institution Site* that it paid the appropriate licensing fees. Institutions may purchase yearly upgrades to future ADA releases. The ADA Perpetual License – Limited Seat model has a 10 seat minimum purchasing requirement.

b. New Unlimited Seat License

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Under the ADA Perpetual License – Unlimited Seat model, there is no limit on the number of licenses* of the Software that an Institution may install at **one (1)** Institution Site* on Institution individual (standalone) or network computers.

3. **Plusgrade License**

Institutions may extend the value of its investment by migrating existing single licenses of select Autodesk software to a perpetual ADA license. Institutions have the perpetual right to use the Software on the number of computers for which an Institution has paid the appropriate licensing fees. Institutions may purchase yearly upgrades to future ADA releases. The ADA Plusgrade License – Limited Seat model has a 10 seat minimum purchasing requirement. Under the ADA Plusgrade License – Unlimited Seat model, there is no limit on the number of licenses* of the Software that an Institution may install at **one (1)** Institution Site* on Institution individual (standalone) or network computers.

4. **Updates**

Institutions will receive product shipment of Software at the time of order or upgrades and will **not** receive product updates through the term. Institutions must purchase the minimum number of Autodesk Design Academy licenses listed above to qualify for the single license pricing.

IMPORTANT: The number of concurrent users of each Autodesk Design Academy 2009 Solution shall be no more than the total number of licenses for that ADA 2009 Solution as set forth in this Order Form. For avoidance of doubt, the total number of concurrent users/licenses applies to the ADA 2009 Solution and does not apply to each software title with in the ADA 2009 Solution.

"Institution Site" means (i) for an Annual License, the Institution's primary campus only and (ii) for a Perpetual License, the Institution's primary campus including Institution-owned computers that Institution has leased or provided to Students.

Institution Site does not include any computer labs, classrooms or offices located on any of Institution's remote or satellite campus sites, or Student personal computers. An Institution Site shall not mean multiple Institution campuses. Each site can only represent one individual campus location and in only one of each of the following locations: engineering lab, drafting lab or technology lab.

Subject to the license terms, an Institution and its Users may have unlimited use of the Software from the Institution's library computers as well as for comprehensive programs such as math and science.

An Institution and its Users may use the Software at more than one Institution Site if Institution has paid the then-current license fee for additional Institution Sites. The Annual Term Site License and Perpetual Term License are both licensed on a per Institution Site basis and Institution may only use the Software at the number of Institution Sites for which Institution has paid the then-current license fee. Unless Institution's license fee and/or invoice from Autodesk indicate otherwise, it shall be presumed that Institution has a one Institution Site license.

Autodesk Design Academy 2009 Purchase Options

Component	Number of Licenses	Annual License Fee Per Year US MSRP	Number of Sites	Total Licenses	Total Fee	Renewal? Yes/No
ADA Annual Term License	Unlimited	\$ _____ per year		Unlimited		
ADA Perpetual Term License - Limited Seats (Initial 10 seat purchase min)	10 licenses*	\$ _____ per year				
Additional ADA Perpetual Term Licenses	1 license/seat	\$ _____ per year \$ _____ total				
ADA Perpetual Term License - Unlimited Seats	Unlimited	\$ _____ per year		Unlimited		
ADA Plusgrade License – Limited Seats ** (Initial 10 seat purchase min)	10 licenses*	\$ _____ per year				
Additional ADA Plusgrade Licenses **	1 license/seat	\$ _____ per year \$ _____ total				
ADA Plusgrade License - Unlimited Seats ** (Initial 25 seat purchase min)	Unlimited	\$ _____ per year		Unlimited		
ADA Perpetual Upgrade to ADA Perpetual Limited Seat model from ADA 2008	1 license/seat	\$ _____ per year \$ _____ total				
ADA Perpetual Upgrade to ADA Perpetual Limited Seat model from ADA 2007 & ADA 5	1 license/seat	\$ _____ per year \$ _____ total				
ADA Perpetual Upgrade to ADA Perpetual Unlimited Seat model from ADA 2008	Upgrade is per site	\$ _____ per year		Unlimited		
ADA Perpetual Upgrade to ADA Perpetual Unlimited Seat model from ADA 2007 & ADA 5	Upgrade is per site	\$ _____ per year		Unlimited		

ADA Prepay Program:

Purchase Orders must include a qualifying Base Software License purchase (options listed below) AND a purchase of ADA Prepay Subscription. ADA Base Software License Purchase Options:

- 1) ADA Perpetual Term – Unlimited Seats 2) ADA Perpetual Term Plusgrade – Unlimited Seats
- 3) ADA Perpetual Term – Limited Seats 4) ADA Perpetual Term Plusgrade – Limited Seats

Component	Number of Licenses	Annual License Fee Per Year, Per Site US MSRP	Number of Sites	Total Licenses	Total Fee	Renewal? Yes/No
ADA Prepay Subscription***						
2 Year Subscription Fee	Unlimited Per Site	\$ _____ per year		Unlimited		
3 Year Subscription Fee	Unlimited Per Site	\$ _____ per year		Unlimited		
4 Year Subscription Fee	Unlimited Per Site	\$ _____ per year		Unlimited		
5 Year Subscription Fee	Unlimited Per Site	\$ _____ per year		Unlimited		
6 Year Subscription Fee	Unlimited Per Site	\$ _____ per year		Unlimited		
2 Year Subscription Fee	Limited Per Site	\$ _____ per year		Limited		
3 Year Subscription Fee	Limited Per Site	\$ _____ per year		Limited		
4 Year Subscription Fee	Limited Per Site	\$ _____ per year		Limited		
5 Year Subscription Fee	Limited Per Site	\$ _____ per year		Limited		
6 Year Subscription Fee	Limited Per Site	\$ _____ per year		Limited		
ADA Subscription Additional Seat	PER SEAT	\$ _____ per year				
ADA Replacement Media	1 Set	\$ _____ per year				
Total						

* This purchase option includes one additional instructor license, resulting in a minimum of 11 total licenses.

** Institution must have at least 10 qualified upgradeable single-product license serial numbers of qualifying Autodesk products and select competitive products in any combination listed on its purchase order to qualify for the ADA Plusgrade program. Plusgrade licenses purchased at Plusgrade pricing must equal the number of qualifying trade-in products. Inquire with your AVAR about qualifying Autodesk and competitive software products.

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*** The Unlimited Prepay Subscription purchase option requires an initial minimum purchase of 25 Subscription licenses. The Limited Prepay Subscription purchase option requires an initial minimum purchase of 10 Subscription licenses.

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