

Effective Date: \_\_\_\_\_ (“Effective Date”)

THIS CUSTOMER RESEARCH AGREEMENT (“**AGREEMENT**”) IS BETWEEN YOU AND AUTODESK, INC. (“**Autodesk**”).

By signing below you acknowledge agreement to the terms of this Agreement, (i) you accept this Agreement on behalf of the entity for which you are authorized to act (e.g., an employer) and acknowledge that such entity is legally bound by this Agreement (and you agree to act in a manner consistent with this Agreement) or, if there is no such entity for which you are authorized to act, you accept this Agreement on behalf of yourself as an individual and acknowledge that you are legally bound by this Agreement, and (ii) you represent and warrant that you have the right, power and authority to act on behalf of and bind such entity (if any) or yourself, (iii) you represent that you are of the age of majority in your jurisdiction or older, (iv) and that you have read the description of the study and of your rights as a participant (“**Research Participant**”). Except as otherwise indicated in this Agreement, “**Autodesk**” also includes all Affiliates of Autodesk, and except as otherwise indicated in this Agreement, “**Research Participant**” includes all Affiliates of the Research Participant. “**Affiliate**” means any person, partnership, joint venture, corporation or other form of enterprise, domestic or foreign, including but not limited to subsidiaries, that directly or indirectly control, are controlled by, or are under common control with a party.

Autodesk has disclosed or anticipates disclosing to Research Participant certain Confidential Information (as defined below) in connection with the following business purpose: Research Participant receiving access to and providing feedback related to current or planned Autodesk products and/or services and related issues, collectively, (the “**Business Purpose**”). In consideration of the mutual promises and covenants contained in this Agreement and the disclosure of confidential information in connection with the business purpose, both parties agree as follows:

- 1. Definition of Confidential Information.** “**Confidential Information**” shall mean all information whether disclosed before or after the Effective Date that is disclosed in written, oral, electronic, visual or other form by Autodesk. “**Confidential Information**” includes, without limitation, information in tangible or intangible form relating to and/or including released or unreleased Autodesk software or hardware products, product names, code names, product development plans and results, research activities and results, improvements, techniques, inventions (whether patentable or not), computer programs, code, documentation, algorithms, formulas, data structures, scripts, protocols, applications programming interfaces and other technical information, marketing or promotional information of any Autodesk product, product pricing, product costs, business opportunities and financial information, strategies, timetables, forecasts, Autodesk’s business policies, practices or processes, ideas, know-how, expertise of employees or consultants, customer information, customer data, and information received from others that Autodesk is obligated to treat as confidential, and any other information disclosed to Research Participant as part of their participation in Autodesk development feedback events.
- 2. Confidentiality Obligation.** Research Participant agrees to protect the Confidential Information by using the same degree of care as Research Participant uses to protect its own confidential or proprietary information (but not less than a reasonable degree of care): (i) to prevent the unauthorized use, dissemination or publication of the Confidential Information, (ii) not to publish, disclose or otherwise divulge any such Confidential Information to any third party, (iii) not to make any use of such Confidential Information except for the Business Purpose, (iv) not to copy such Confidential Information except as required in direct support of the Business Purpose (in which case any copies made will include appropriate marking identifying same as constituting or containing Confidential Information of Autodesk); and (v) not to reverse engineer, decompile or disassemble any such Confidential Information. Research Participant shall limit the use of and access to Autodesk’s Confidential Information to Research Participant’s employees or authorized representatives who have: (i) a need to know and have been notified that such information is Confidential Information to be used solely for the Business Purpose; and (ii) entered into binding confidentiality obligations no less protective of Autodesk than those contained in this Agreement. Research Participant hereby guarantees the performance of the provisions hereof by each person obtaining disclosure of such Confidential Information directly or indirectly from Research Participant. Research Participant may disclose Confidential Information pursuant to any statutory or regulatory authority or court order, provided Autodesk is given prompt prior written notice of such requirement and the scope of such disclosure is limited to the extent possible.
- 3. Term.** This Agreement shall have a term of one (1) year from the Effective Date; provided however, that the obligations of the Research Participant regarding use and disclosure of the Confidential Information shall terminate five (5) years after the Agreement termination date. Autodesk may terminate this Agreement at any time, with or without cause upon written notice to the Research Participant, without liability for such termination. All sections of this Agreement relating to the rights and obligations of the parties concerning Confidential Information disclosed during the term of the Agreement shall survive any such termination.
- 4. Exclusions.** Confidential Information shall not include Confidential Information that from and after the date of disclosure: (i) is or becomes a matter of public knowledge through no fault of Research Participant; or (ii) was rightfully in Research Participant’s possession prior to receipt from Autodesk free of any obligation of confidence, as shown by Research Participant’s written records; or (iii) was rightfully disclosed to Research Participant by another person without restriction as to use or disclosure; or (iv) is independently developed by Research Participant without use of or reference to Autodesk’s Confidential Information as shown by Research Participant’s written records.
- 5. Ownership.** All Confidential Information remains the property of Autodesk. Research Participant acquires no rights or licenses in the intellectual property of Autodesk including but not limited to, patents, trademarks, copyrights or service marks under this Agreement or through any disclosure hereunder, except the limited right to use such Confidential Information in accordance with this Agreement and for no other purpose. Autodesk reserves without prejudice the ability to protect its rights under any such patents, copyrights, trademarks, or trade secrets except as otherwise provided herein. In the event that Autodesk provides any computer software and/or hardware to Research Participant as Confidential Information under the terms of this Agreement, Autodesk hereby grants Research Participant a non-exclusive, personal, limited, non-assignable, non-sub-licensable, royalty-free license to use a single copy of any software provided at Research Participant’s principle office in a secure location, solely in connection with and for the purpose of evaluating and providing Feedback. Unless otherwise agreed by Autodesk and the Research Participant, all such computer software and/or hardware is provided “AS IS” without warranty of any kind, and Research Participant agrees that neither

Autodesk nor its suppliers shall be liable for any damages whatsoever arising from or relating to Research Participant's use or inability to use such software and/or hardware.

6. **Equitable Relief.** Research Participant agrees that the obligations assumed by Research Participant herein are necessary and reasonable in order to protect Autodesk and its business, and Research Participant expressly agrees that monetary damages would be inadequate to compensate Autodesk for any breach by the Research Participant of its covenants and agreements set forth herein. Accordingly, Research Participant agrees and acknowledges that any such violation or threatened violation will cause irreparable injury to Autodesk and that, in addition to any other remedies that may be available, in law, in equity or otherwise, Autodesk shall be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach by Research Participant, without the necessity of proving actual damages. Research Participant will notify Autodesk in writing immediately upon learning of the occurrence of any unauthorized disclosure of Confidential Information or other breach of this Agreement. Research Participant will assist Autodesk in remedying any unauthorized use or disclosure of Confidential Information.
7. **Return of Confidential Information.** Research Participant shall return all Confidential Information, any tangible media of expression to the extent that such tangible media incorporate any Confidential Information of Autodesk and any all copies thereof upon the request of Autodesk. Any Confidential Information which cannot be returned must be destroyed and so certified by Research Participant.
8. **Suggestions and Feedback.** Research Participant may provide to Autodesk reasonable suggestions, comments and other feedback with respect to the Confidential Information provided by Autodesk ("**Feedback**"). Feedback, even if designated as confidential by Research Participant, shall not, absent a separate written agreement, create any confidentiality obligation for or upon Autodesk.

Research Participant grants Autodesk, under all of Research Participant's intellectual property and proprietary rights, the following worldwide, non-exclusive, perpetual, irrevocable, royalty free, fully paid up rights: (1) to make, use, copy, modify, and create derivative works of, the Feedback as part of any Autodesk product, technology, service, specification or other documentation (individually and collectively, "**Autodesk Works**"), (2) to publicly perform or display, import, broadcast, transmit, distribute, license, offer to sell, and sell, rent, lease or lend copies of the Feedback (and derivative works thereof) as part of any Autodesk Work, (3) solely with respect to Research Participant's copyright and trade secret rights, to sublicense to third parties the foregoing rights, including the right to sublicense to further third parties, and (4) to sublicense to third parties any claims of any patents owned or licensable by Research Participant that are necessarily infringed by a third party product, technology or service that uses, interfaces, interoperates or communicates with the Feedback or portion thereof incorporated into a Autodesk product, technology or service. Further, Research Participant warrants that Research Participant's Feedback is not subject to any license terms that would purport to require Autodesk to comply with any additional obligations with respect to any Autodesk Works that incorporate any Feedback. The rights granted to Autodesk hereunder shall survive any termination or expiration of this Agreement.

9. **Autodesk Privacy Policy.** Research Participant agrees to the use of Research Participant's personal information as described in the Autodesk Privacy Policy (including cross-border transfers as described in the policy), located at [www.autodesk.com/privacy](http://www.autodesk.com/privacy) and by print copy on request.
10. **No Warranty.** The Confidential Information disclosed under this Agreement is delivered "AS IS," and all representations or warranties, whether express or implied, including, without limitation, warranties or conditions for fitness for a particular purpose, merchantability, title and non-infringement of third party rights are hereby disclaimed.
11. **Export.** Research Participant will not export, directly or indirectly, any technical data acquired from Autodesk pursuant to this Agreement or any product utilizing any such data to any country for which the U.S. government or any agency thereof at the time of export requires an export license or other government approval without first obtaining such license or approval.
12. **Notices.** All notices required or permitted to be given under this Agreement shall be given in writing and shall be effective from the date sent by registered or certified mail, by hand, confirmed facsimile or overnight courier to the addresses of the parties set forth herein. Notice is not deemed to have been given to Autodesk unless notice has been delivered at the following address: Autodesk, Inc., Attn: General Counsel, 111 McInnis Parkway San Rafael, CA 94903.
13. **No Reliance.** Autodesk Confidential Information may concern planned or future development efforts for existing or new Autodesk products and services. Autodesk Confidential Information is not intended to be a promise or guarantee of future delivery of products, services or features but merely reflect our current plans, which may change. Accordingly, Autodesk Confidential Information may not be relied on for purchasing decisions or for any other purpose.
14. **General.** This Agreement supersedes all prior discussions and writings with respect to the subject matter hereof, and constitutes the entire agreement. All additions or modification of this Agreement must be made in writing and signed by both parties. No failure or delay in enforcing any right will be deemed a waiver. This Agreement shall be binding upon and inure to the benefit of each party's respective successors and lawful assigns; provided, however, that Research Participant may not assign this Agreement (whether by operation of law, sale of securities or assets, merger or otherwise), in whole or in part, without the prior written approval of Autodesk. The parties understand that nothing herein requires either party to proceed with any proposed transaction or relationship in connection with which Confidential Information may be disclosed. In the event that any of the provisions of this Agreement shall be held by a court unenforceable, the remaining portions hereof shall remain in full force and effect. This Agreement shall be governed by the laws of the State of California, without regard to conflicts of law provisions. The parties hereby submit to the exclusive jurisdiction of the federal and state courts of the Northern District of California, San Francisco. All fully executed copies of this Agreement shall be deemed originals.

15. **Consent and Release.** The individual participating in the usability research event or session understands and agrees that Autodesk may be making photographs, video and/or audio recordings and collecting information about the use of product features, system configuration and related information (“**Recordings**”) of the usability research event or session in which such individual is a participant. The participating individual agrees that Autodesk may record participating individual’s voice and image during the study, and that Autodesk and its Affiliates, successors, legal representatives, licensees, contractors, agents and assigns may use and reproduce recordings made of participating individual during the study for Autodesk internal purposes only, in whole or in part, in any manner or medium, without any further compensation to participating individual. The participating individual irrevocably assigns, licenses, and grants to Autodesk and its licensees worldwide and in perpetuity all rights the participating individual has to authorize, prohibit, and/or control the use of the Recordings through any technology and means. The participating individual further releases Autodesk from any liability arising from the exercise of the rights granted here, including any claim by the participating individual for a violation of the participating individual’s rights of publicity and/or privacy.
  
16. **Gift.** Autodesk may (but is not required to) provide you a Gift (as defined below) in connection with your participation in a usability research event or session. The following terms apply with respect to the Gift:
  - a. Research Participant releases (to the extent Research Participant has not already done so) Autodesk, its parents, subsidiaries, or other affiliates, its and their officers, directors, employees, shareholders and agents, and all those acting under the authority of Autodesk, or any of them, from all claims, damages and liability of any kind: (i) arising from the token gift provided as appreciation for participation in the event or session (“**Gift**”) or any use that I or anyone else may make of the Gift, and from any loss or theft of the Gift, and (ii) for or on account of any injury, accident, illness or damage, including death, to person or property or inconvenience of any kind sustained or arising out of the Gift or any loss or theft of the Gift. RESEARCH PARTICIPANT UNDERSTANDS AND AGREES THAT THE GIFT IS GIVEN TO RESEARCH PARTICIPANT BY AUTODESK “AS IS” AND WITHOUT WARRANTY OF ANY KIND FROM AUTODESK.
  
  - b. If the Gift includes a gift card, gift certificate, stored-value card, or similar card or certificate (whether in physical, electronic or other form), Research Participant understands and agrees that my acceptance and use of the card or certificate are subject to all eligibility criteria, expiration dates, service or dormancy fees, and all other terms and conditions (if any) imposed by the issuer of the card or certificate. Research Participant acknowledges that Autodesk is not the issuer of the card or certificate and that Autodesk is not responsible for establishing those terms and conditions, for disclosing or explaining any of the terms and conditions to Research Participant, or for Research Participant’s failure to comply with any of them. Research Participant understands that if Research Participant does not comply with all of those terms and conditions, Research Participant may not be able to obtain the maximum value, or any value, from the card or certificate.

**Acknowledged and Agreed:**

Autodesk, Inc.	Research Participant
Signature:	Signature:
Date:	Date:
Print Name:	Print Name:
Title:	Title:
	Company:
	Address:

Autodesk Employee: Return a copy, signed by both Autodesk and Receiving Party to Legal Dept., Attn. Contracts Manager, 111 McInnis Parkway, San Rafael, CA 94903