

Amendment 13-07
Agreement Number T98-TSD-309

This amendment 13-07 ("Amendment 07") with an effective date of January 1, 2014 ("Amendment 07 Effective Date"), 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") or ("Autodesk"). Capitalized terms not otherwise defined shall have the meaning set forth in the Agreement.

WHEREAS, the parties acknowledge and agree that the Agreement currently auto-renews annually on April 21st pursuant to Amendment 03-05;

WHEREAS, the *Autodesk State and Local Government Product and Price List* attached as Schedule A is considered obsolete by Contractor; and

WHEREAS, DLT Solutions, Inc. is currently considered an authorized subcontractor to the contract and currently performs Contractor's duties as an agent under the Agreement, including order receipt, order fulfillment, and payment receipt pursuant to Amendment 00-01.

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

1. Add the following to the end of the Agreement preamble:
All software products, however defined in this Agreement, are licensed, not sold, to the End User. All references in this Agreement to the "sale" or "selling" of Products means the sale of a license to use the Products only as licensed. All references in this Agreement to the "purchase" of Products shall mean the purchase of a license to use the Products. Under no circumstances shall these terms constitute, or be construed to constitute, the sale or transfer of intellectual property.
2. Section 1, **Definitions**, shall be updated as follows:
 - Delete the definition of "**Software**" and replace with the following:
"**Software**" means one or more computer programs (in executable code form only) licensed by Contractor individually or as part of a bundled package, suite, series or otherwise made available via a Contractor web-based services offering pursuant to an End User Agreement, excluding all third party computer programs delivered or made available as part of that bundled package, suite, series or Contractor web-based services offering.
 - Delete the definition of "**Products**" and replace with the following:
"**Products**" means any Software products, web-based services, and Subscription designated which Contractor may otherwise make available by separate quotation.
 - Add the following Definitions:
"**End User Agreement**" means the then current agreements between the End User and Contractor governing, among other things, the use of Contractor Products, including the Contractor "License and Services Agreement", the Contractor "Terms of Use", the Contractor "Terms of Service" and the "Subscription Program Terms", collectively or individually as applicable.

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“Physical Product” means Products copied on some form of tangible medium such as a DVD or USB key. A media kit, known as an unserialized media available to End Users who have ordered electronic Products, where available, is a “Physical Product”.

“License and Services Agreement” or **“LSA”** means the then current Contractor software license agreement setting forth the terms and conditions under which an End User may use the applicable Product, as such LSA may be updated from time to time by Contractor in its sole discretion.

3. All references to Software License Agreement shall be replaced with “LSA” or “License and Services Agreement”. Any conflicting definition of such term replacement shall be resolved in favor of the definition of License and Services Agreement as provided in this Amendment.
4. Section 4, Pricing, the following changes shall apply:

- Section 4.2 is deleted and replaced with the following:

All pricing shall be provided by way of a pricing file established by DLT. This price file will maintain a consistent relationship to the Autodesk Suggested Retail Price. No reduction in Discount will occur unless approved by the State Contract Administrator and DLT. DLT, as the agent, shall notify State Contract Administrator of any pricing changes to the DLT price file consistent with commercial standards.

“Discount” shall mean the DLT discount DLT applies to the DLT price file provided to DES (State Contract Administrator). Such Discount shall be agreed to by DLT and DES (State Contract Administrator) by separate agreement.

Autodesk agrees that any formal written quote provided to DES thirty (30) days prior to the execution of this Amendment will be honored at the time of the execution of this amendment and for a period of thirty (30) days following execution. It also agrees that written quotes provided to users during the term of the contract will also be valid and honored for thirty days.

If a PO arrives unbidden, and the pricing is not current, DLT shall, if it is aware of any discrepancy, notify the user of the pricing discrepancy prior to filling the order.

- The last sentence of Subsection 4.3 shall be deleted and replaced with:
“If any such price adjustments occur to a Product, then the DLT Quote(s) shall reflect any such price for applicable new purchases that occur *after* the price adjustment only.”

5. All references in the Agreement to Schedule A shall be replaced with DLT Price File.
6. Section 9, Risk of Loss and Shipping, add the following text to beginning of the text
“For physical shipment of Software or a Physical Product,...”
7. Section 10, Software Order and Delivery, shall be modified as follows:
 - Add “or deliver by ESD” after each reference to “ship” in Subsection 10.1.
 - Add the following new Subsection 10.2:

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10.2. Contractor reserves the right to fulfill Product and/or service orders by making such Products or services available to DES or End User for download from a website designated by Autodesk or accessible via a link, and (where applicable) by delivering valid corresponding serial numbers for those Products or services to DES or End User. In this case, delivery shall occur when such electronic (remote) access to the Products or services has been made available for download or has been made accessible via a link to DES, and (where applicable) valid corresponding serial numbers have been delivered to the email address supplied by DES with their order.

8. Delete the text of Subsection 12.2 and replace with the following
"Purchaser may report Software problems by visiting:
<http://usa.autodesk.com/adsk/servlet/pc/index?siteID=123112&id=19759203>"
9. Delete the text in Section 15, **Software License Terms**, and replace with the following:
"All Software licensed under this Corporate Agreement shall be subject to the terms and conditions of the Contractor License and Services Agreement, a sample of which is attached as Schedule B for reference only."
10. Section 16, **Notices**, shall be modified by deleting "Attn: Cindy Roncaglia" and replacing with "Attn: Legal Department; Government Legal Counsel".
11. Section 17, **Section Headings, Incorporated Documents and Order of Precedence**, is modified by deleting the text of Subsection 17.2 (b) and replacing it with the following:
"Schedule B- Contractor's Software License and Services Agreement, attached as a sample to this Corporate Agreement for reference purposes only."
12. Subject to Section 23, **Subcontractors**, of the Agreement and Amendment 00-01, DLT's duties, as an agent of Contractor, are hereby expanded to include establishment of (i) pricing (ii) fulfillment of orders, (iii) submission of sales reports, and (iv) payment of contract administrative fees and any processes related thereto.
13. Section 30, **Compliance with Civil Rights Laws**, is modified by inserting "applicable" after "...with all..." and before "...Federal..." in the first sentence.
14. Section 34, **Disputes**, is modified by deleting paragraph (e) from Subsection 34.2.
15. Section 38, **Termination for Default**, is modified by inserting in the first sentence of Subsection 38.2 "...due to Contractor default pursuant to 38.1 above,..." after "In the event DES terminates this Corporate Agreement..."
16. Add the following new Section:
- 44. Subscription and Web-based Services.**
If DES has purchased subscription services ("Subscription"), then the subscription program terms available at the website located at <http://usa.autodesk.com/company/legal-notice-trademarks/support-terms-and-conditions> or any successor or other website or location as may be designated by Contractor for this support and maintenance program shall apply. The use of Contractor web-based or hosted services are governed by the Terms of Use (TOU) or Terms of Service (TOS) at www.autodesk.com/termserviceor at any successor site as designated by Contractor.

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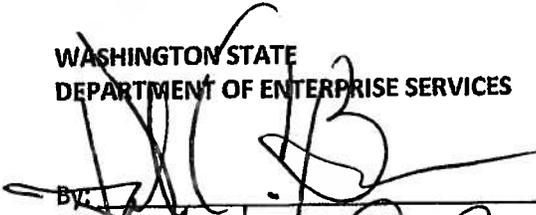
The TOU or TOS applicable to a particular web-based service may vary. For all web-based services provided by Contractor not specifically identified on the aforementioned site, the Autodesk 360 Terms of Service apply. A web-based service order form may be required to complete the related order.

Except as expressly amended by this Amendment 07, all terms and conditions of the Agreement shall apply with equal force and effect. In the event of a conflict between the terms and conditions contained in this Amendment 07 and those contained in the Agreement or any amendment thereto, the terms and conditions in this Amendment 07 shall prevail.

By signing below, each party acknowledges that it has read, understood and agrees to be bound by the terms and conditions of this Amendment 07 and that the person signing is duly authorized to do so.

APPROVED

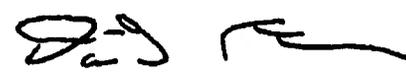
WASHINGTON STATE
DEPARTMENT OF ENTERPRISE SERVICES

By: 

Dale ColBERT
Print Name
Department Unit Mgr VP, ENI and Amer Sales
Title
12-20-13
Date

APPROVED

AUTODESK, INC.

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