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1.7   "Host Server" means the computer hardware used by Institution to host and deliver the Software over the Institution's Intranet.

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1.19   "User License Agreement" means the terms and conditions that govern the use of the Software by the Users.

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2.2.4   **Activation code.** Institution, as well as Users that have been authorized to use the Software and the Documentation on their personal computer (see section 2.2.3 above), shall obtain an activation code from Autodesk for each copy of the Software deployed under this License Agreement or the User License Agreement, to enable use of each such copy.

2.2.5   **Administrator.** Institution shall appoint an administrator who shall be solely responsible for making and administering copies of the Software and the Documentation, and obtaining the activation codes necessary to use the Software, from Autodesk. If the Software is a standalone version, each individual   User shall be responsible for obtaining the activation code for the Software licensed and the administrator shall be responsible for recording and, upon Autodesk's request, providing to Autodesk, the User's identity and exact location for each copy of the Software installed by User on his personal computer.

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2.2.6 **Back-up copy.** Institution may make and retain one (1) archival copy of the Software for the sole purpose of replacing the original copy provided by Autodesk in the event of damage to or destruction of the said original.

2.2.7 **Audit.** Autodesk reserves the right to audit Institution (including but not limited to Institution's Sites, Institution's computers, Host Servers and/or Self-hosting Systems, User License Agreements) during normal business hours, upon twenty-four (24) hours notice, to determine whether Institution and Users are in compliance with all terms and sections of this License Agreement or the User License Agreement, if applicable. This section shall survive termination or expiration of this License Agreement.

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4.2.1 Autodesk may terminate this License Agreement **(i)** if Institution breaches any of its obligations under this License Agreement (except section 5) and failure to remedy the breach within thirty (30) days following written notice from Autodesk sent by registered letter with acknowldegment of receipt; or **(ii)** immediately, upon written notice to Institution sent by registered letter with acknowldegment of receipt in the event Institution breaches section 5 of this License Agreement, or **(iii)** upon ninety (90) days written notice sent by registered letter with acknowldegment of receipt prior to the anniversary date of the Effective Date, in the event that Autodesk decides to discontinue the ACL program. In the event that Autodesk replaces the ACL program with a similar program, Autodesk shall offer to make such program available to the Institution.

4.2.2 **Effect of Termination**. Upon termination of this License Agreement for any reason, all rights of Institution under this License Agreement shall terminate, including, without limitation,

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Institution's address (including Street address, Post Code, Town and Country)

Institution's stamp

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_____
{Signature of the Institution's legal representative}

_____
{Printed Name}

_____
{Title}

_____
{Date}

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EXHIBIT 1

USER LICENSE AGREEMENT

User Name:
User Address (Street Address, Post Code, Town and Country)

User email Address:
Identification Number (for students of the educational institution only):

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User License Agreement

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7.   <u>**Termination.**</u> Autodesk may terminate this Agreement (i) if you breach any of your obligations hereunder and fail to remedy the breach within 30 days following written notice from Autodesk sent by registered letter with acknowledgment of receipt; or (ii) immediately upon written notice to you sent by registered letter with acknowledgment of receipt in the event you breach section 3 of this Agreement.

Upon termination of this Agreement for any reason all rights granted to you herein shall terminate. You shall immediately cease to use the Software, delete all copies of the Software and the Documentation from your PC and certify to your educational institution such deletion. These provisions will also apply if for any reason or at any time during this Agreement you leave the educational institution or stop using the Software.

8.   <u>**Governing Law – Forum.**</u> This Agreement shall be construed, governed and interpreted in accordance with the laws of the Canton of Neuchatel, in Switzerland. All disputes arising hereunder which cannot be settled amicably shall be submitted to the exclusive jurisdiction of the courts of Neuchatel.

Please sign and date two copies of this Agreement, give one copy to your educational institution and keep one copy for your records.

Name of User: _____

Signature: _____ *

* Your signature shall be preceded by the handwritten words: "*I hereby represent that I have carefully read and understood this Agreement and that I agree to comply with all its terms and conditions*".
If the User is under age, this Agreement must be signed on behalf of the User by his or her parent or guardian;

Educational Institution's name:

Educational Institution's full address (Street Address, Post Code, Town and Country)

Educational Institution's stamp