

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** ["MOU"] has been entered in to on this the 15th day of October 2010 (the "Effective Date").

Between

Autodesk Asia Pte. Ltd. with its office located at 3 Fusionopolis Way , #10-21 Symbiosis , Singapore 138633,(hereinafter referred to as '**Autodesk**' which expression shall unless it is repugnant to the context, include its successors, assigns and liquidators) represented by Authorized Signatory , of the one part.

And

All India Council for Technical Education (AICTE) , a statutory body under the Ministry of Human Resource Development, Government of India , and having its main office at Chanderlok Building , 7th Floor , Janpath , New Delhi -110001 (herein after referred to as AICTE) represented by Chairman of the other part.


Whereas Autodesk and AICTE has shown keen interest to enter into a joint program to enhance design education in India by providing digital design software access to all educational institutions for classroom and lab use and to students and faculty for their personal learning and development.

And whereas Autodesk has in response to certain requirements set out by the AICTE, submitted a detailed proposal.

And whereas the objective of this MOU is to enhance cooperation between Autodesk and AICTE to establishing a digital design software access program (the "Program").

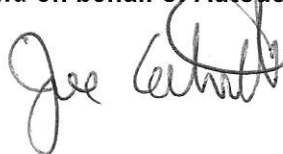
IN WITNESS WHEREOF respective authorized representative of the parties lay their hands on this day the 15th of October 2010 at Delhi.

For and on behalf of AICTE



AUTHORISED SIGNATORY

For and on behalf of Autodesk Asia Pte. Ltd.



AUTHORISED SIGNATORY

1. TERM

The duration of this MOU shall be three years commencing on the Effective Date and ending three years thereafter ("Initial Term").

After the Initial Term Autodesk and AICTE shall review the status of this MOU and may renew the Initial Term, for such period(s) and on such terms and conditions as shall be mutually agreed, in writing.

2. AREAS OF ENGAGEMENT

Autodesk has the experience, knowledge, resources and programs to address the need of engineering education system to compete in the globalized economy.

Autodesk's and AICTE areas of engagement shall be as follows:

Autodesk and AICTE will identify engineering students and faculty, to whom Autodesk will provide with select digital design Autodesk software student licenses for their personal learning and development, not for (education purposes, classroom or lab use) and Autodesk will provide to all AICTE approved institutions with select digital design Autodesk software education licenses which are intended for classroom and lab use by education institutes (collectively as "Autodesk Software") free of licensing cost. The educational licenses may also be used for content generation for education & teaching purpose During the course of MOU, Autodesk will provide the current annual release of software for download by the students, faculty and institutions.

The Autodesk Software shall be delivered through Autodesk's "Education Community" portal or any other means as Autodesk may deem fit. The offer shall be extended to all sections of Indian technical and secondary education system, which shall be identified and determined by AICTE and Autodesk.

Institutions, students and faculty, will access Education Community portal through the AICTE e-governance portal and register to get access to the Autodesk Software.

Keeping in view the bandwidth limitations faced by majority of the institutions, Autodesk shall evaluate the possibility of hosting the Autodesk Software images onto the secure AICTE intranet e-governance portal. Autodesk shall develop the download interface & endeavor to maintain the latest Autodesk Software on AICTE server.

AICTE will allow Autodesk to host the application and Autodesk Software on AICTE intranet server. AICTE shall also ensure secure access to the server only to approved engineering institutions.

3. OBJECTIVE

The principle objective of both AICTE and Autodesk agreeing to work on this arrangement is as follows:

- Provide technology access to sections of Indian education system. Empower students and faculty alike including financially weaker section to have access to the design software to enhance their learning
- Reduce or eliminate digital divide between the urban and rural education community
- Promote students' moral values to use legal software

4. IMPLEMENTATION

The implementation of this Program shall be in a manner and time frame, primarily to cover following:

- Finalization of the proposal through this MOU between AICTE and Autodesk for design software delivery through the AICTE e-governance portal.
- Formation of a project mentoring and monitoring team consisting of Autodesk & AICTE.
- System development and deployment on AICTE e-governance portal for software delivery faculty and students.
- Pilot testing with 50 institutions
- AICTE communications to all institutions about the availability of new e-content on the e-governance portal..
- Establish metrics for technology access measurement.

5. ROLE AND SCOPE

Autodesk will, to its reasonable discretion invest in following areas of this partnership:

- Cost of Autodesk Software given to the institutions, students and faculty.
- Developing the system (exclusive of AICTE's investment) and software components required for the delivery of Autodesk Software to the institutions, students and faculty in India

AICTE to its reasonable discretion will invest in following areas of this partnership:

- Secure server environment with controlled access only to identified educational institutions

6. ANNOUNCEMENT

AICTE will announce the launch of this programme on the e-governance portal.

AICTE will permit Autodesk to take reference, announce and issue press releases on the launch of this programme.

7. END USER LICENSE AGREEMENT

The Autodesk Software is licensed to institutions, students and faculty ("End Users") upon the condition that End User accepts and adheres to all of the terms and conditions in the end-user software license agreement that accompanies the Autodesk Software (the "EULA"). By selecting the "I ACCEPT" button at the end of the EULA or by copying, installing, uploading, accessing or using all or any portion of the Autodesk Software End User agrees to enter into the EULA.

Autodesk Software shall be provided on "AS IS" basis subject to the terms of the EULA.

8. AMENDMENT TO THE MOU

Changes and deviations are likely both in context and extent of the Programme undertaken under this MOU. AICTE and Autodesk agree that no amendment or waiver of this MOU or to proposal shall be effective unless mutually agreed and executed in writing by both the parties

9. TERMINATION OF THE MOU

(a) in the event one party wishes to terminate this MOU prior to the end of the Initial Period such party shall give notice in writing to the other party three (3) months prior to the early termination date;

(b) in the event of failure in the performance of obligations under this MOU which failure is not remedied by the defaulting within thirty (30) days of receipt of written notice thereof from the other party, the other party may in writing to the party in default terminate this MOU at its sole discretion, by giving not less than thirty (30) days prior written notice of termination to the defaulting party;

©) in the event this Agreement is terminated by AICTE, AICTE may destroy all copies and licenses of the Autodesk Software, including any copies installed on AICTE's hard disk drive, and upon request by Autodesk return any Autodesk Software documentation to Autodesk. Autodesk reserves the right to require AICTE show satisfactory proof that the Autodesk Software and related documentation has been destroyed.

10. FORCE DE MAJEURE

If the Completion Date of the Programme is delayed due to reasons of force majeure such as Acts of God, war, flood, fire, earthquakes, strike, lock-outs, epidemics, riots, civil commotion, etc. the affected party shall, without delay, give notice to the other party in writing of its claim for an extension of time. The other party on receipt of such notice will agree to extend the term as may be reasonable, but subject to any condition that may be stipulated and such extension shall be subject to the other terms and conditions of this MOU.

11. RESPONSIBILITY

This MOU is not intended to and does not create any right, benefit or trust responsibility, whether substantive or procedural.

12. INTELLECTUAL PROPERTY RIGHTS

Title to, and ownership of all Autodesk Software, systems, documentation, tools, utilities, methodologies, specifications, techniques and any other materials, know how shall remain the valuable exclusive property of Autodesk or the relevant Autodesk entity.

13. GENERAL

Both parties agree that Autodesk reserves the right to withhold software and activation codes from institutions, entities, and individuals as it may deem necessary to comply with any applicable laws.

Both the parties agree that they are entering into this arrangement and understanding only with an objective to provide technology access to sections of Indian education system and empower students and faculty alike. Both the parties shall work towards attaining the same objective. However neither party shall be liable to the other for any costs, liability or damages of any kind in relation to the intentions set forth in the MOU.

14. ENTIRE MOU

This MOU, constitutes the entire understanding between the parties pertaining to the subject matter hereof and supersedes all prior understandings, negotiations and discussions, whether oral or written, of the parties and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof.

15. NOTICES.

All notices given pursuant to this MOU shall be made in writing (including any facsimile transmission or similar writing) and sent either by certified or registered first-class mail, return receipt requested and postage prepaid, or by courier, hand delivery, facsimile or electronic mail with delivery receipt to the address indicated below or to such other addresses as the parties may designate by written notice from time to time:

For and on behalf of AICTE


AUTHORISED SIGNATORY

For and on behalf of Autodesk Asia Pte. Ltd.


AUTHORISED SIGNATORY