

**MEMORANDUM OF UNDERSTANDING
BETWEEN
AUTODESK ASIA PTE LTD
AND
DIRECTORATE OF VOCATIONAL EDUCATION AND TRAINING, MAHARASHTRA**

This MEMORANDUM OF UNDERSTANDING (“MOU”) sets forth certain binding and non-binding understandings, is effective as of the later of the dates in the signature block (“Effective Date”), and is made and entered into by and between the DIRECTORATE OF VOCATIONAL EDUCATION AND TRAINING, MAHARASHTRA (“COLLABORATOR”) and AUTODESK ASIA PTE. LTD. (“AUTODESK”).

A. PURPOSE:

The purpose of this MOU is to begin and/or to expand a framework of cooperation between COLLABORATOR and AUTODESK to support and/or develop educational programs, curricula, projects, and/or activities related to promoting, teaching or instruction in the use of AUTODESK software as more fully described in Exhibit A (“Purpose”).

B. PROPOSAL

AUTODESK has submitted a detailed proposal (“Proposal”) to COLLABORATOR on the program of Design education of Engineering & Architecture through digital technologies enclosed hereto as Exhibit B.

C. ACTION ITEMS:

The respective action items of each party are outlined in Exhibit C (“Action Items”).

D. THE PARTIES MUTUALLY AGREE THAT THE FOLLOWING TERMS AND CONDITIONS ALSO APPLY:

1. COMMENCEMENT/EXPIRATION DATE. This MOU begins on the Effective Date and expires on 15/01/2016, unless terminated earlier in accordance with this MOU.
2. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts AUTODESK or COLLABORATOR from participating in similar activities with other public or private agencies, organizations, or individuals.
3. TERMINATION. Either party, upon thirty (30) days’ written notice, may terminate the MOU in whole, or in part, at any time before the date of expiration without liability to the other party. Further, either party may terminate this MOU, if the other party is in breach of this MOU and fails to cure such breach within ten (10) days after written notice of the breach.
4. PRINCIPAL CONTACTS. The principal contacts for this MOU are:

COLLABORATOR:

Shri. Vijaykumar Gautam I.A.S
Director
Directorate of Vocational Education and Training
Mumbai, Maharashtra 400 001

AUTODESK:

Shri. George Abraham
Senior Manager – Emerging Markets
Autodesk Asia Pte Limited
3 Fusionopolis Way
#10-21 Symbiosis
Singapore 138633

Email: george.abraham@autodesk.com

5. FEES AND EXPENSES. Unless otherwise agreed by both parties, each party shall bear all of its own costs and expenses with regard to all negotiations, performance, and any other activities relating to the subject matter of this MOU.
6. CONFIDENTIALITY AND COMMUNICATIONS. Each party shall: (i) protect any information provided by the other party that is identified as confidential or that should reasonably be considered confidential (“Confidential Information”); (ii) use Confidential Information for the sole purpose of fulfilling its obligations under this MOU; and (iii) return all Confidential Information to the disclosing party promptly upon the expiration or termination of this MOU. Confidential Information may include, without limitation, computer programs, software or hardware products, product development plans, code, documentation, algorithms, know-how, trade secrets, formulas, processes, procedures, ideas, research, inventions (whether patentable or not), copyrights, schematics and other technical, business, financial and marketing information, forecasts, strategies, names and expertise of employees and consultants, customer or partner information, customer data. Except as otherwise provided herein, neither party shall use any trademark, service mark, logo or other proprietary right of the other party without that party’s consent. COLLABORATOR may not publish or otherwise disseminate, in any form or format, any information arising out of or related to this MOU without AUTODESK’s prior written review and approval. AUTODESK shall be entitled to publish or otherwise disseminate information, in any form or format through any media platform, about the Purpose using COLLABORATOR’s name.
7. INTELLECTUAL PROPERTY. Except for the permitted use of Confidential Information, each party acknowledges that, under this MOU, a party acquires neither any intellectual or other property, including without limitation copyright, trademark, business or trade secrets, methodologies, professional techniques, works of authorship, training material, courseware or content (“IP”) from the other party and nor any right in IP from the other party.
8. APPLICABLE LAWS. The parties shall be bound by all applicable laws, including without limitation privacy laws. COLLABORATOR shall comply with (a) all applicable export laws and regulations, including without limitation the U.S. Export Administration Act and its implementing regulations (“the Export Control Laws”), and (b) the United States Foreign Corrupt Practices Act (“FCPA”) or any rules or regulations thereunder, all other applicable anti-corruption laws, and AUTODESK’s relevant corporate policies. COLLABORATOR shall notify AUTODESK immediately upon learning of any such failure to comply. This MOU shall be governed by the laws of the Republic of Singapore without regard to choice of laws principles.

9. EXPORT CONTROL LAWS. COLLABORATOR agrees and understands that under the Export Control Laws, the software, documentation, technical data (or direct products thereof) and services provided under this MOU may not be, directly or indirectly, downloaded or otherwise exported, re-exported, or transferred to restricted countries, to restricted end-users, or for restricted end uses. By way of example but not limitation, the Export Control Laws may restrict your ability to export or transfer the software to countries that are the subject of a U.S. trade embargo, to end-users who appear on U.S. government restricted party lists, and for restricted end uses such as research into chemical, biological or nuclear weapons. Additional information concerning U.S. export control laws and regulations is publicly available at: <http://www.bis.doc.gov/policiesandregulations/index.htm#ear>.
10. ANTI-CORRUPTION LAWS: In conformity with the FCPA or any rules or regulations thereunder, with all similar international laws, and with AUTODESK's relevant corporate policies, COLLABORATOR shall not take any action which would cause it to be in violation of such anti-corruption laws, including without limitation (i) the use of any funds for unlawful contributions, gifts, entertainment, or other expenses relating to political activity or (ii) making, attempting to make, offering or authorizing any unlawful payment, thing of value, bribe, rebate, payoff, influence payment, kickback or other similar unlawful payment to a foreign or domestic government official, for the purpose of influencing an act or decision (including a decision not to act) or inducing such a person to use his or her influence to affect any such governmental act or decision to obtain, retain, or direct any business.
11. INDEPENDENT ACTORS. Nothing in this MOU shall create or imply any agency, venture, partnership, representative, or employment relationship between the parties. This MOU shall not be constructed as authority for either party to act for the other party in any capacity, or to make commitments of any kind for the account of or on behalf of the other party.
12. LIABILITIES. Neither party is liable for the intentional or negligent acts or omissions of the other. Each party shall be responsible for its intentional or negligent acts or omissions and those of its officers, employees, agents, contractors, or students (if applicable), howsoever caused, to the extent allowed by applicable law.
13. LIMITATIONS. NEITHER PARTY MAKES A WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT FOR BREACHES ARISING UNDER SECTIONS D.6-D.10, IN NO EVENT SHALL EITHER PARTY SHALL BE LIABLE HEREUNDER FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR EXEMPLARY DAMAGES OR LOSS OF PROFITS, REVENUES, GOODWILL, OPPORTUNITIES OR COST OF REPLACEMENT GOODS OR SERVICES. IN NO EVENT SHALL EITHER PARTY BEAR ANY LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OR NON-PERFORMANCE OF THE ACTION ITEMS.
14. MODIFICATION. Modifications to this MOU shall be made by mutual consent of the parties through the issuance of a written modification, signed and dated by authorized representatives of each party, prior to any changes being performed.

15. SURVIVAL. The parties hereby agree that the provisions of Sections D.6-D.15 are binding and shall survive the termination or expiration of this MOU.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the later written date below.

AUTODESK

George Abraham

By: _____

Name: GEORGE ABRAHAM

Title: SR. MANAGER

Date: 16 JAN 2013

COLLABORATOR

Kanlan

By: _____

Name: VIJAYKUMAR GAUTAM B.A.S

Title: DIRECTOR (TRAINING)

Date: 16 JAN 2013

EXHIBIT A

PURPOSES

1. Create a sustainable partnership between COLLABORATOR and AUTODESK as Industry & Technology partner to improve Technical Education in the Industrial Training Institutes of Maharashtra.
2. Faculty Development
 - a. Facilitate Industrial Training Institute faculty to use digital design pedagogy.
 - b. Expose faculty members to latest Design Softwares used in the mechanical and civil industry.
 - c. Prepare and benchmark faculty members through continuous training and Autodesk Global Certification programs.
3. Empower Students
 - a. Introduce students to frontier digital design technologies thereby improve students' understanding and application of concepts.
 - b. Help Students validate their Skills through the Autodesk Certification program.

AREAS OF ENGAGEMENT

1. Software Access to All Government and Private Industrial Training Institutions affiliated to the Directorate of Vocational Education and Training, Maharashtra.

AUTODESK agrees to work with COLLABORATOR to provide free* access to Autodesk software to all the Government Industrial Training Institutes, Private Industrial Training Institutes, affiliated to the COLLABORATOR and the same is valid as per the MOU terms and conditions to be entered into between AUTODESK and COLLABORATOR. COLLABORATOR agrees to promote awareness of the same to all member institutions and support the institutions in accessing the same through the standard download and activation process.

2. Curriculum Development

Under the guidance and guidelines of the Directorate, SCVT and NCVT, Autodesk will support the Directorate to develop discipline specific design curricula & courseware on new emerging concepts. These will elevate the usage of design software beyond the conventional drafting to design in Mechanical, Engineering, Construction, Mechatronic, Automobile, etc.

3. Train the Trainer

AUTODESK agrees to work with COLLABORATOR to train the Master Trainers nominated by the Directorate of Employment and Training from their Faculty Training centers. The master trainers are then expected to train faculty members of the Industrial Training Centers and prepare them to deliver the agreed courses to the students.

4. Immersive Learning for Students

Autodesk conducts National Design Competitions encouraging students to participate and showcase their Design Skills providing them an opportunity to interact and compete with their peers from different States. COLLABORATOR agrees to facilitate organizing Design Competitions to evaluate understanding and use of Digital tools by students.

5. Marketing & PR

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

**Free products are subject to the terms and conditions of the end-user license agreement that accompanies download of the software. Education versions of the software provided for the Institutions are intended for classroom or lab use.*

EXHIBIT C
ACTION ITEMS

1. AUTODESK

- a. AUTODESK agrees to provide Free* Software access to all the Government and Private Industrial Training Institutes in the State of Maharashtra through the Autodesk Academic Resource Center.
- b. AUTODESK agrees to provide inputs to frame the content for new courses based on the market need.
- c. AUTODESK agrees to provide resources either directly or through its channel partners to train master trainers of the Faculty trainers Centers and thereafter supporting COLLABORATOR to conduct the courses successfully.
- d. AUTODESK agrees to provide courses, learning & training materials to the instructors and students through the Autodesk Student Community.

2. COLLABORATOR

- a. COLLABORATOR agrees to instruct affiliated Institutions to download and activate the software through the Academic Resource Center.
- b. COLLABORATOR agrees to evaluate the progress and review with AUTODESK at regular intervals. Ensure that participating institutions properly implement the programs.
- c. COLLABORATOR agrees to nominate Master Trainers for the Train the Trainer program and thereafter encourage the Master Trainers to disseminate knowledge to the faculty members of the individual Institutions.
- d. COLLABORATOR agrees to facilitate Design Competitions to help students showcase their design skills.

3. AUTODESK AND COLLABORATOR AGREE TO COPERATE FOLLOWS:

- a. An official of COLLABORATOR to be nominated by mutual consent will coordinate the activities.
- b. Both the parties shall permit their respective experts to contribute in the teaching/training programs conducted by either organization through mutual consent.
- c. Both the parties shall obtain permission from the other prior to the use of respective name and logo in promotional literature and advertising material related.

THE DIRECTOR
DIRECTORATE OF VOCATIONAL EDUCATION AND TRAINING
MAHARASHTRA

Kind Attn:

Mr. Anil Jadhao
Joint Director

Anand Pillai
Program Manager – SAARC
Handphone: 9740018977
Email: anand.pillai@autodesk.com

Autodesk®

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DIRECTORATE OF VOCATIONAL EDUCATION AND TRAINING
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Proposal to Directorate of Vocational Education and Training

This proposal is submitted to express Autodesk's interest in working with the Vocational Education and Training Directorate of Maharashtra to improve the quality of Technical Education and envisages partnership for Technology enabled learning using digital tools, digitalization of curriculum, and programs for Faculty and Student community.

The above can be achieved by supporting the Industrial Training Institutes in providing students with access to latest Softwares used in the Industry in areas of Mechanical, Civil, Electrical, Automobile, Entertainment and Multimedia and related disciplines coupled with teaching learning resources, and capacity building programs for Faculty members and Immersive learning programs for Students.

1.0 Introduction

1.1 Design and Innovation

Design and Innovation forms an integral part of every culture. It manifests in many ways, but always creates opportunities for people to better themselves through enhanced and newer capabilities and more fulfilling experiences. Businesses evolve and attain their full potential because of it.

This partnership recognizes the need to inculcate the spirit of design & innovation learning requires a combination of design digital tools, exploratory education, and academic research.

2.0 Autodesk as a partner

2.1 About Autodesk

As a world leader in 2D and 3D design, engineering, and entertainment software, Autodesk delivers the broadest product portfolio, helping over 10 million customers, including every member of the Fortune 100, to continually innovate through the digital design, visualization, and simulation of real-world project performance. From architecture, manufacturing, transportation, and utilities to telecommunications, video games, television and film, Autodesk customers are leading the 2D and 3D design world by improving their design processes through increased efficiency and productivity.

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2.2 Autodesk Investment to Education

Autodesk partners with government in emerging countries to modernize design and engineering education to meet the demands of the fast growing economy and prepare the students to compete with global standards.

Autodesk partners with secondary schools, post-secondary institutions, and education focused organizations around the world to support the advancement of design education with Autodesk technology and academic programs.

Since 2006, Autodesk has established 16 Centers of Excellence with leading design institutions in emerging countries such as India, China, and Russia. **IIT Madras, IIT Kanpur, NID Ahmedabad and JJ School of Architecture are set up as COEs in India.** These COEs represent long term collaboration between Autodesk and institutions to better prepare the next generation of professionals.

The Student Engineering & Design Community continues to grow. Since launch in September 2006, it has grown to more than 1,000,000 members and over 1,500,000 downloads of software for free*, representing almost 25,490 schools in 147 countries. Through the online community site Autodesk provides students the opportunity to design with the products used by professionals around the world.

Autodesk is also continuing to expand upon its academic programs. In 2007, Autodesk offered students an opportunity to validate their knowledge and skills with a certification program, an offering extended to many countries.

**Free products are subject to the terms and conditions of the end-user license agreement that accompanies download of the software. The software is for personal use for education purposes and is not intended for classroom or lab use.*

3.0 Areas of engagement

Autodesk has the experience, knowledge, resources and programs to address the challenges in Design Education. Autodesk proposes to engage with the Directorate to address the requirements of the Academic Development by

- Providing Institutions with Free* access to latest Softwares used in Mechanical, Civil, and Entertainment Industry.
- Providing faculty members and Students with free access to our software and resources through the Student Community.
- Through a Faculty centric approach offering programs complementing existing curriculum.
- Through curriculum Enhancement.
- Immersive learning programs for Students.

3.1 Trades Covered:

Autodesk software is used in almost every discipline of learning; from Engineering to Non Engineering Trades. Given below is a representation of Courses that will benefit from this initiative. Autodesk provides discipline specific software that helps learning the concepts through digital interaction.

- NCVT Courses
- SCVT Courses

3.2 Institutes covered

All Institutes falling directly under the Directorate and Institutes affiliated to the Directorate are covered.

- Government Industrial Training Institutes
- Private Industrial Training Institutes

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3.3 Digital design software

Access to Technology is of foremost importance. Availability of the latest technology at the Institutes can help to expose and train faculty members on the latest softwares used in the Industry thereby expose students to the latest Technologies in their regular learning programs.

3.3.1 Software to Institutes

Autodesk will provide design software to all the Government and Private Industrial Training Institutes affiliated to the Directorate in the State of Maharashtra through Electronic Software Download. Details of the Softwares that will be provided is given in Pg 10.

3.3.2 Free Software** and Learning tools for Faculty Members

Autodesk through its “Education Community” portal can address technology access by providing faculty members with software and e- learning material for their personal self- paced learning. Faculty members can access Education Community portal and register to get access to the software, a wealth of information and networking opportunities.

***Free products are subject to the terms and conditions of the end-user license agreement that accompanies download of the software. The software is for personal use for education purposes and is not intended for classroom or lab use.*

3.4 Autodesk Cloud Technology

Autodesk® Cloud is a collection of web-based features, products, and services that will enable Institutions to extend their desktop with secure and ubiquitous cloud computing capacity and capabilities, helping them rapidly design, visualize, simulate, optimize, and share their ideas—transforming the way they work. Core benefits:

- ✓ Extend design, simulation, and workflow beyond the desktop, whether from a browser or a mobile device, wherever our customers’ work takes them.
- ✓ Improve project quality and results with robust collaboration and data management solutions that are integrated into workflows.
- ✓ Accelerate innovation by making software readily accessible to different Institutions, enabling them to simulate and visualize more design options.

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3.5 Faculty development

Faculty development includes support for instructors as they encounter the challenges that come with putting into practice their evolving understandings about the use of technology to support inquiry-based learning. Current technologies offer resources to meet these challenges and provide instructors with a cluster of support that helps them continue to grow in their professional skills, understandings, and interests.

3.5.1 Master Trainers

- Faculty development goes beyond the term “training” with its implications of learning skills and encompasses a definition that includes formal and informal means of helping instructors not only learn new skills but also develop new insights into pedagogy and their own practice and explore new or advanced understandings of content and resources.
- Identified faculty members from affiliated Institutions will undergo training on the new concepts from Autodesk Software experts at different locations across the State of Maharashtra during early October 2012.
- The Master trainers would then be able to incorporate their learning into their regular training programs complementing the existing curriculum through the use of latest digital tools.

3.5.2 Autodesk Professional Excellence Program for Master Trainers.

Autodesk® Professional Excellence is a collection of programs offering software training, professional development, and accreditation to educators involved in games, broadcast television, film, and design visualization. The Autodesk Professional Excellence program can help faculty members keep updated on the latest technology and industry trends, connecting you with peers, and providing accreditation options that are recognized worldwide.

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APEX Autodesk Professional Excellence

Recognition	Guidance	Learning	Sharing
Autodesk Certified Instructors (ACI)	Autodesk Certification Evaluators (ACE)	Train-The-Trainer (T3)	Professional Instructor Community (PIC)

- ACI program exposes faculty members to Concept, Application and tool based teaching methodology by our experts.
- Autodesk Global Certification program will be offered to all Master Trainers. Master trainers are encouraged to attend the Autodesk Certified Instructor program held in India and Singapore to become an ACI.

3.6 Curriculum development & engagements

Under the guidance and guidelines of the Directorate, SCVT and NCVT, Autodesk will support the Directorate to develop discipline specific design curricula & courseware on new emerging concepts. These will elevate the usage of design software beyond the conventional drafting to design in Mechanical, Engineering, Construction, Mechatronic, Automobile, etc.

3.7 Immersive learning for Students

Faculty and students alike should be given opportunity to demonstrate their knowledge and benchmark with their peers. Competitive environment and avenues for recognition accelerates learning process. International competitions like Shell ECO Marathon, FSAE, etc. are examples of competing with the best of the world on real world projects.

3.7.1 Student & Industry Projects

Student & Industry projects are the representation of technology use in learning. Design projects help students to gain practical knowledge in the domain. Digital design technology will help students in experiencing their design before it is real. Project Titles can be shared by Autodesk and Students will be encouraged to showcase their skills based on which project completion certificates can be given.

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3.7.2 Design competition

Autodesk will conduct & facilitate national and global design competitions that will give an opportunity to students to benchmark them with global peers. Students from these Institutions will be encouraged to participate in these workshops actively.

4.0 Implementation

- Finalization of the proposal through a Memorandum of Understanding (MOU) between Directorate of Vocational Education and Training, Maharashtra and Autodesk Inc. for future engagements.
- The State to be divided into several clusters with a cluster coordinator from the Directorate. This group comprising for members from the Directorate will work with the Autodesk team to formulate detailed implementation plan and ensure proper implementation including installation of Software at Individual Institutions and generation of serial numbers through the Autodesk ARC (Academic Resource Center).
- Provision of Free* Software will be through Electronic Software Download through the Autodesk Academic Resource Center (ARC). The ARC provides access to Autodesk Education Master Suite and Entertainment Creation suite comprising but not limited to all the softwares detailed in Page 10. Few sets of 30 day trial license media (for education purpose only) for selective products like AutoCAD, Inventor, Civil 3D and Revit Suites can be provided to the Cluster co-coordinator to support easy installation of the Software at locations which do not have internet connectivity.
- Every Institution is required to generate the serial number by providing necessary credentials through the ARC engine.

**Free products are subject to the terms and conditions of the end-user license agreement that accompanies download of the software. The software is intended for classroom or lab use.*

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- Identification of different Centers across the State for Faculty development program on AutoCAD and 3D modeling softwares. Faculty nomination to be coordinated by DVET.
- Design competition to be conducted across the State encouraging Students to showcase their Designs and compete with their peers across the State and Nationally.

4.1 Institution Matrix

Engagement	Free Software to Institutions	Free Software to Students & faculty	Faculty development programs	Design Competitions
Government - Industrial Training Institutes	YES	YES	YES	YES
Private - Industrial Training Institutes	YES	YES	YES	YES

5.0 Autodesk Software

The following softwares will be made available for all ITIs in the State as Autodesk Education Master Suite and Entertainment Creation Suite.

Products by Industries

Manufacturing

- AutoCAD
- AutoCAD Mechanical
- AutoCAD Architecture
- AutoCAD Electrical
- AutoCAD Raster Design
- Autodesk 3ds Max
- Autodesk 3ds Max Design
- Autodesk Alias Automotive
- Autodesk Alias Design
- Autodesk Inventor Professional
- Autodesk Moldflow Insight Advanced
- Autodesk Mudbox
- Autodesk Navisworks Manage
- Autodesk Showcase
- Autodesk Simulation Multiphysics
- Autodesk Sketchbook Designer
- Autodesk Vault Professional

Architecture, Engineering & Construction

- AutoCAD
- AutoCAD Architecture
- AutoCAD Civil 3D
- AutoCAD Map 3D
- AutoCAD Mechanical
- AutoCAD MEP
- AutoCAD Raster Design
- AutoCAD Revit MEP
- AutoCAD Structural Detailing
- Autodesk 3ds Max
- Autodesk 3ds Max Design
- Autodesk Ecotect Analysis
- Autodesk Inventor Professional
- Autodesk Navisworks Manage
- Autodesk Revit Architecture
- Autodesk Revit Structure
- Autodesk Robot Structural Analysis Professional
- Autodesk Vault Professional

Media & Entertainment

- Autodesk 3ds Max
- Autodesk Maya
- Autodesk Mudbox
- Autodesk MotionBuilder
- Autodesk Sketchbook Designer
- Autodesk Softimage

Download

Software will be made available as Electronic Software Download through the Autodesk Academic Resource Center (ARC)

License

Licenses provided will be TERM LICENSE for 3 years and are of Network deployment, 125 seats.

Version

Latest version of the software will be provided.

Autodesk®