



Authorized Training Center Global Program Guide Program Year 2013

(1 February 2013 to 31 January 2014)

FY14 Version 1.0

February, 2013

Welcome to the Autodesk Authorized Training Center Program

The Autodesk® Authorized Training Center Program (“Program”) aims to support Authorized Training Centers (“ATCs”) in their efforts to train, test, and certify Autodesk Software users.

TABLE OF CONTENTS

1. PROGRAM OVERVIEW	3
2. PROGRAM BENEFITS	3
3. QUALIFYING CRITERIA	6
4. QUALITY & PERFORMANCE	8
5. ATC ADMINISTRATIVE RESPONSIBILITIES	9
EXHIBIT 1 - PRODUCT AUTHORIZATIONS	10
EXHIBIT 2 - E-LEARNING SITE QUALIFYING CRITERIA	12
EXHIBIT 3 - ACADEMIC ATC ACCREDITATION	
Exhibit 4 – USE OF MARKETING MATERIALS	16

This Autodesk Authorized Training Center Program Guide (“Guide”) is referenced in and forms part of your Autodesk Authorized Training Center Agreement (“Agreement”). Defined terms in this Guide have the same meanings assigned to them in the Agreement, unless otherwise specified. The effective date of this Guide is February 1, 2013; however, if the Agreement effective date is later than February 1, 2013, the effective date of this Guide will be the effective date of the Agreement. The Products listed in Guide Exhibit 1: Product Groupings are as of February 1, 2013. Any changes to Product Groupings after February 1, 2013, will be communicated separately and published either on a designated Autodesk Webpage, or a designated distributor’s Webpage (“Webpage”).

Autodesk reserves the right to amend, modify, or terminate this Guide and the programs or benefits described herein at any time with thirty (30) days’ prior written notice. In the event that Autodesk makes new programs available to Partners, those programs will be announced via communications posted to the Webpage. Autodesk reserves the right to interpret or clarify this Guide at its sole discretion.

If you have any questions about any part of the Program, please contact the Autodesk ATC Distributor in your Territory (“ATC Distributor”) or your Autodesk ATC Program Manager (“ATC PM”).

This Guide contains Autodesk Confidential Information and should be treated as Confidential Information under the terms of the Agreement.

In order to be eligible for any of the Program Benefits, a Partner must be in good standing under the Agreement and comply with all guidelines, criteria, and/or requirements contained or referenced in this Guide.

1. **PROGRAM OVERVIEW**

To become an ATC, a training center must meet criteria established by Autodesk, in its sole discretion, and must apply for authorization from Autodesk or a designated partner. Upon authorization, the ATC becomes eligible for Program benefits and ATC Software License fees and may have sites accredited with a specialization in an Industry or Product Group, if the ATC meets the criteria as established by Autodesk.

The Program is divided into three (3) geographic areas (“Geos”):

- AMER - Americas
- APAC - Asia Pacific
- EMEA - Europe, Middle East & Africa

Benefits, criteria, and/or software supply may vary based upon the Geo or upon a region (as determined by Autodesk) within the Geo, in which the ATC or an ATC site (Site) is physically located. Geo- or region-specific information on variances in software supply policies will be provided in the ATC Welcome Pack documentation.

2. **PROGRAM BENEFITS**

Autodesk or ATC Distributor provides ATCs with a comprehensive range of benefits to support and develop their training businesses. Availability of benefits is subject to being in good standing under the Agreement and meeting the criteria provided in this Guide. Allocation of any funding is subject to funding availability.

	Benefits	All Geos
Recognition	ATC Site Certificate and Plaque	✓
	ATC Certificate of Completion	✓
	Use of Autodesk ATC Logo	Autodesk Authorized Training Center
	Use of Autodesk Certified Instructor Logo	Autodesk Certified Instructor
Training/Testing	Software Supply	✓
	Autodesk Subscription Program and Subscription Center	✓
	ATC Certificate of Completion	✓
	Autodesk Professional Certification	✓
Marketing	Marketing Materials	✓
	ATC Marketing Locator	✓
	Event Promotion	✓
Enablement	Webpage	✓
	Product Training for ATC Instructors	✓
	Use of Autodesk Official Training Guides	✓
	Access to and Use of Online Evaluation System and Performance Reports	✓
	Attendance at Business Meetings	✓
	Participation on ATC Advisory Board and/or ATC Leadership Council	✓
	Beta Software Program	✓
Support	Program Support	✓
	Product Technical Support	✓

2.1. RECOGNITION

- ATC Certificates and Plaque(s) or of Autodesk Logos provided by Autodesk to ATC must be used in accordance with guidelines available on Webpage and must not be modified in any way.
- Autodesk or ATC Distributor provides ATCs with a Site Certificate each program year, which confirms your ATC status, as well as a Site Plaque. Both may be displayed at your ATC Site, and may not be modified.
- The Autodesk Certified Instructor logo is available to the ATC for each of its instructors who meets the Autodesk Certified Instructor (“ACI”) requirements for Design, Media & Entertainment or Creative Finishing products, or for such other products as may be made available from time to time. ACI may need to be renewed on an annual basis or when a new version of the product is released.

2.2. TRAINING & TESTING

2.2.1. Software Supply

- Subject to payment of ATC License Fees, meeting training center and instructor pre-requisites, and any criteria related to a Site Specialization, an ATC may download the purchased software via the Autodesk Electronic Software Download website (accessed through the Autodesk Webpage) for which the ATC or the ATC Site is accredited, or via Subscription Center (below). Product upgrades are also available there.
- Most products are in English, but there is some localization.
- Use of the software is governed by the license accompanying the downloaded software and your Agreement.

2.2.2. Autodesk Subscription Program and Subscription Center

- Subject to an ATC’s compliance with the Agreement, Guide, and Subscription terms and conditions, ATCs have access to the Autodesk Subscription Center.
- With Subscription comes, among other things:
 - Access to e-Learning, use of which is governed by the terms of the Center. e-Learning Lessons include interactive exercises.
 - e-Learning is not available for all products or languages.
 - e-Learning materials must be used in accordance with the Center’s terms and may not be resold to any party;
 - Product extensions and selected utility programs for the term of your Subscription contract.
 - Product extensions and utility programs must be used in accordance with the Center’s terms and may not be resold to any party;
- ATCs are encouraged to inform their trainees about the Autodesk Subscription and what is available through Autodesk Subscription.

2.2.3. ATC Certificate of Completion

- Must only be
 - used for showing a trainee’s successful attendance and completion of an ATC course;
 - awarded by an Autodesk Certified Instructor or and Autodesk Authorized Instructor; and
 - awarded if the trainee has submitted feedback on his/her training experience at the Autodesk ATC Online Evaluation System (see Section 2.4.4).
- Is awarded as an electronic certificate.
- May not be modified.

2.2.4. Autodesk Professional Certification

- Industry-recognized credentials showing knowledge, skills, and/or expertise in the use specific Autodesk Software.
- May only be offered by an Autodesk Certification Center (ACC), which an ATC may become if the ATC meets the qualifying criteria. An ACC is subject to a separate agreement and program guide.
- The candidate must pass an Autodesk Professional Certification exam or series of exams, which are delivered by a third party.
- For a list of available Professional Certification exams, contact your ATC Distributor

2.2.5. Continuing Education Coursework for American Institute of Architects (“AIA”)

- This opportunity is subject to Autodesk being able to obtain AIA approval on an annual basis. If Autodesk is unable to obtain such approval, this opportunity will not be available to AMER ATCs.
- Subject to the terms and conditions in the AIA passport program guide, AMER ATCs may offer

courses for credit to AIA members only if the ATC uses the Autodesk Official Training Guide for the given course free of charge to the AIA.

- Participation is highlighted on the ATC Locator.

2.3. MARKETING

2.3.1. Marketing Materials

- Subject to the terms and conditions set out in Exhibit 4 – Use of Marketing Materials, Autodesk provides certain marketing collateral and other advertising materials, some of which may already be localized, (“Marketing Materials”), which the ATC may reproduce and distribute in connection with its appointment as an ATC.
- Where such materials are not available, access to an ATC specific marketing web site with downloadable artwork may be made available for ATCs to produce marketing collateral.
- A range of advertising templates, which an ATC can take and personalize by inserting your ATC Site details and place in the advertising media of your choice.

2.3.2. ATC Locator

- A prominently placed marketing locator on www.autodesk.com/atc (and country equivalents, for example www.autodesk.co.uk).

2.3.3. ATC Event Publisher

- An ATC® Event Publishing tool is available for use on www.autodesk.com (and some country equivalents, for example www.autodesk.co.uk), for example, to publish your classes, let ATC trainees know about one-day updates and workshops, or promote special training events.

2.4. ENABLEMENT

2.4.1. Webpage

- A centralised website for information and communications to keep ATC current on the Program and Autodesk Products and offerings.
- Assigned ATC Site Managers are given administrative rights and can create, modify, or disable accounts for others in the organisation.
- Misuse of Webpage content may result in immediate termination of ATC membership and Agreement.

2.4.2. Product Training for ATC Instruction

- Qualifying ATCs, by invitation of Autodesk in its sole discretion, will be invited to attend Autodesk Product Technical Training (classroom or online) on the latest Autodesk software releases.
- ATC Instructors are also eligible to enroll and complete courses made available on the Autodesk Learning Central (ALC) system.
- Attendance on, or completion of training or online courses may be required to retain Certified or Authorized Instructor status

2.4.3. Use of Autodesk Official Training Guides

- Through ATC Distributors or directly from publishers, Autodesk makes available Autodesk Official Training Guides (“AOTG”) to support ATCs and ATC Instructors in order to provide an alternative to ATCs’ having to create a curriculum, and to provide consistency in classes. The AOTG are intended for hands-on classes and provide information on real-world use of Autodesk products.
- A list of AOTG or other available training courseware is published on Webpage under Support & Training > Training Guides.
- If an AOTG is not translated into a language in which an ATC teaches regularly, or is not available for a product taught by an ATC, the ATC should contact its ATC PM or ATC Distributor for guidance on suitable alternative training guides.

2.4.4. Access to Online Evaluation System & Performance Reports

- Each ATC is given access to use the Evaluation System, with unique site and instructor codes to register authorized courses, and to analyze the ATC’s performance as assessed by trainee feedback and compare it with the overall performance of other ATCs in the same Territory.
- The information gathered through the Online Evaluation System will be accessible by Autodesk and ATC Distributors.
- Awards for the top performing ATCs, as determined by the trainee evaluation results, may be awarded annually, and may vary by geographical area.

2.4.5. Autodesk Business Meetings and Events

- To help promote communication in the ATC network, meetings may take the form of regional group meetings (such as ATC Summit in AMER) or meetings with individual ATCs.

2.4.6. ATC Advisory Board (“ATCAB”) & ATC Leadership Councils (“ATCLC”)

- To help promote dialogue within the ATC network, ATC distribution, and/or Program management, participation on the ATCAB or ATCLC, where available, is strongly encouraged.

2.4.7. Beta Software Program

- The goal of the Beta program is to test Autodesk products in a real-world environment and to collect each Beta site's assessment of the product's readiness for commercial release.
- Any such Beta copies are provided purely for the ATC alone to try out, are not for resale or for use by ATC trainees or any other third parties, and are subject to Beta use terms and conditions.

2.5. SUPPORT

2.5.1. Program Support

- Each active ATC in good standing under the Agreement and Guide is eligible to receive Program support from an ATC PM or ATC Distributor for the ATC's Territory.

2.5.2. Product Technical Support

- ATCs may be eligible for product support. Autodesk will provide product support to assist with the set-up and installation of Autodesk software in preparation for training on Autodesk products at the ATC Site. Before contacting Autodesk, the ATC is required to use their best efforts to research an answer to the question by using the knowledge base help files and other tools that are made available to them on Webpage and other online support services.
- Autodesk Product Support is provided via a single case tracking system accessed on Partner Center at <https://partnercenter.autodesk.com>. All support calls must be initiated by an ATC Site instructor who has taken product training in the product for which support is required.

3. QUALIFYING CRITERIA

Site Qualifying Criteria at a Glance

Requirements	AMER	APAC	EMEA
ATC Site Approval	✓	✓	✓
Certified or Authorized Instructor(s)	At least 1	At least 1	At least 1
Qualifying Criteria for Training Authorized Courses	✓	✓	✓
Trainee Satisfaction	Minimum Participation and Score of 85%	Minimum Participation and Score of 85%	Minimum Participation and Score of 85%

There are additional qualifying criteria for e-Learning (Exhibit 2) and for Creative Finishing (Exhibit 3). If an ATC fails to maintain its compliance with the qualifying criteria in this Section 3 or, as applicable, Exhibit 2 or Exhibit 3, the ATC will be in material breach of the Agreement and may, among other things, lead to the termination of the Agreement.

3.1. ATC SITE APPROVAL

- 3.1.1.** If an ATC has training Sites in different locations, one Site must apply for approval from Autodesk to be the Main ATC Site and any other sites where ATC would like to offer training under this Guide must apply for approval from Autodesk to be a Satellite ATC Site. Any Satellite ATC Site must be fully owned by the Main ATC Site or be under majority control of the Main ATC Site. If a Satellite ATC Site(s) is approved, the ATC is solely responsible for (1) ensuring a Satellite ATC Site's compliance with the Agreement and Guide, (2) ensuring a Satellite ATC Site's making timely payment of fees and costs due under this Guide, (3) distributing all Autodesk communication to the Satellite ATC Site(s), (4) ATC software management, and (5) administrative management of Webpage access.

- 3.1.2.** With ATC Site approval comes the authorization to train on specific Autodesk products as determined by Autodesk in its sole discretion. Each ATC Site must offer at least one (1) course on an Autodesk Product.
- 3.1.3.** ATC sites must meet appropriate standards for professional training facilities. ATC distributors may refuse a site application if in their opinion a site :
- is not of appropriate standard of quality and facilities to represent the ATC program positively;
 - does not have the appropriate facilities and equipment to allow proper demonstration of Autodesk products or to allow students adequate access to equipment in order to practice and learn effective use of the Autodesk products; or
 - does not have presentation or communications facilities suitable for the demonstration of practical use of Autodesk software.
- 3.1.4.** Mobile labs (such as in vehicles with computers in them or on laptops) may be utilized at trainee or customer owned sites for the explicit purpose of custom training. Mobile labs are not to be utilized in place of satellite ATC locations and should not exceed the total number of license purchased and installed in the overall ATC's inventory for the Program Year.
- 3.1.5.** In order to train Authorized Courses, however, there are additional criteria. ATC must have Autodesk Certified or Authorized Instructors for each Product Authorization to teach each Authorized Course and must use AOTG or approved alternative training materials.

3.2. CERTIFIED OR AUTHORIZED INSTRUCTOR(S)

To teach courses on Autodesk products, an ATC must have at least one (1) instructor who is an Autodesk Certified Instructor ("ACI") or an Autodesk Authorized Instructor. Instructor Certification or Authorization may be required at every new Autodesk product release. As a result, ATC ACI(s) and/or Authorized Instructors may need to take further training, and/or pass an Autodesk product exam on the new product to maintain the ATC's product authorization as granted at the time of initial site acceptance and registration. Product authorization requirements will be announced at each new product release, usually via the Webpage.

- 3.2.1. Autodesk Certified Instructor.** An ACI of a given Autodesk product will be considered to meet the necessary requirements for that product. For details on ACI requirements, and how to apply to become an ACI, see the Autodesk ACI website or contact your ATC Distributor for information on program availability.
- 3.2.2. Autodesk Authorized Instructor.** If an ATC does not have an ACI for a given Autodesk product, the ATC may request that Autodesk authorize an instructor for the product. Autodesk will consider the following in determining whether an instructor has the technical competency and experience to teach a course on an Autodesk product:
- holding a locally recognized teaching qualification or certificate;
 - holding an Autodesk Professional Certification on the latest release of products for which Professional Certification is available;
 - at least one (1) year of employment (including teaching at least three (3) courses and a minimum total of fifteen (15) students or trainees) at an Educational Institution (as defined by Autodesk) or an ATC;
 - Completed Instructor Enrolment Form;
 - CV/Resume of proposed instructor;
 - Copies of certificates that demonstrate training that the instructor has received on Autodesk products; and/or
 - Samples of work.

These are the main considerations and Autodesk, in its sole discretion, will determine whether an instructor will be authorized to teach Autodesk product(s).

3.2.3. Additional Comments.

- Not all products require proof of product knowledge. See Exhibit 1 - Product Authorizations. An Autodesk Authorized Instructor is authorized to train Authorized Courses on such products.
- An ATC instructor will need to add technical competency in each new Autodesk product release. As necessary, Autodesk may require an ATC instructor to attend product training or to pass a product knowledge test or certification exam. Training may be provided at an ATC site or through Autodesk Learning Central, Autodesk's online training tool.

- Autodesk will issue each instructor a unique instructor identification number, which will be used to track the instructor's performance using the ATC trainee online evaluation system. If the ATC trainee online evaluation system records no instructor activity within a 12-month period, the ATC will be contacted and the instructor ID may be deactivated.
- If the ATC does not have instructors who are ACI or who are otherwise authorized by Autodesk to teach a given product, an ATC cannot teach that given product.

3.3. QUALIFYING CRITERIA FOR TRAINING AUTODESK COURSES

3.3.1. ATC Site Approval. See Section 3.1.

3.3.2. Autodesk Certified Instructors. See Section 3.2.1.

3.3.3. Autodesk Product Authorization. Product authorizations are:

- Horizontal (Platform cross-industry products, including AutoCAD and 3ds Max Design)
- Vertical:
 - AEC (Architecture, Engineering and Construction)
 - MFG (Manufacturing)
 - Media and Entertainment (M&E)

3.4. TRAINEE SATISFACTION

- Each ATC is required to have each trainee complete a trainee satisfaction survey, which Autodesk solely maintains, on the Autodesk Online Course Evaluation system at the end of every Autodesk Authorized Course. ATCs must always maintain a trainee satisfaction rating of at least 85% as measured over a twelve- (12-) month period by the Overall Performance (OP) index in the Autodesk ATC Evaluation System unless otherwise agreed with Autodesk.
- In addition, Autodesk or ATC Distributor may contact a sample of an ATC's trainees. to confirm the survey results submitted or to follow up on complaints.

4. QUALITY & PERFORMANCE

Approval by Autodesk for ATC status is based upon warranties and representations made by the ATC in the application process. After approval, an ATC must continue to meet the qualifying criteria. Failure to maintain the qualifying criteria or to perform the obligations in this Section is a material breach of the Agreement and Guide.

4.1. TRAINEE COMPLAINTS.

Autodesk or ATC Distributor will review with the ATC any complaint that Autodesk or ATC Distributor receives from a trainee or customer of the ATC. If Autodesk receives three (3) or more complaints within a Program Year, Autodesk reserves the right to terminate the Agreement immediately upon notice. Upon such termination, the ATC shall comply with any applicable terms of the Agreement, including the obligation to return all software, documentation and ATC branded materials to Autodesk.

4.2. ATC SITE AUDITS.

Autodesk or ATC Distributor will conduct ATC Site audits to check for ATC Site compliance with the Guide and Agreement. The audits will be carried out during business hours. A minimum of 24 hours' notice will be provided before an ATC Site audit.

4.3. CORRECTIVE ACTION PLAN.

If an ATC Site fails to meet the qualifying criteria in this Guide, Autodesk or ATC Distributor may, at its sole discretion, propose an action plan to remedy the failure. If the action plan is not completed successfully, the ATC and/or its Site may receive notice of termination in accordance with the terms of its Agreement or notice of Product Training de-authorization.

4.4. PRODUCT TRAINING DE-AUTHORIZATION.

De-authorization will occur in the event of non-compliance with the Guide, inability to remedy identified issues in a Corrective Action Plan, any other breach of the Agreement, or an ATC Distributor losing authorization for a product sold through to the ATC. De-authorization means that the ATC Site may no longer provide Authorized Courses on the de-authorized product(s), or use their ATC software licenses of the de-authorized product(s) for the provision of training classes or for any other purpose. Upon de-authorization, the ATC shall comply with any applicable terms of the Agreement, including the obligation to return all software, documentation and ATC branded materials to Autodesk.

5. ATC ADMINISTRATIVE RESPONSIBILITIES

5.1. MAINTAINING E-MAIL AND COMMUNICATION.

Each ATC Site must designate one person as the primary point of contact (“ATC Site Manager”) between ATC Site and its ATC PM and/or ATC Distributor. ATC Site Managers are required to have internet and e-mail access in order to remain current with the Program and to receive special e-mail communications from Autodesk or ATC Distributor. This ATC Site Manager must, among other things, use his/her best efforts to keep ATC Site staff fully informed about ATC Program news, announcements and criteria, etc., as appropriate.

CHANGES TO ATC COMPANY AND SITE INFORMATION.

Each ATC is required to notify Autodesk or ATC Distributor of all changes that may affect their status as an ATC, including without limitation:

- Change of company ownership or company name;
- Change of ATC Site name, address, email address, telephone, or fax, or Site Manager name, address, email address, telephone, or fax;
- Change in instructors employed at the ATC site; and/or
- Change in the instructors’ personal qualifications on Autodesk products.

5.2. REGISTERING ADDITIONAL ATC SITES

If, after a Program Year has begun, an ATC wishes to register additional ATC Site(s), the ATC must complete and return to your ATC Distributor a new ATC Site Enrolment Form for each new ATC Site, accompanied by a new business plan explaining why the site should be accepted for authorization. Where applicable, the ATC will be required to pay an additional ATC Software license fee for each additional ATC Site registered in the Program. Instructions on how to request software authorization codes are provided in the ATC Welcome Pack documentation. The same terms of this Guide and Agreement apply to any additional ATC Site(s).

5.3. REQUESTING ADDITIONAL INDUSTRY/PRODUCT GROUP AUTHORIZATION(S)

If, after a Program Year has begun, an ATC Site requires authorization for additional Product Group(s), the ATC must notify your ATC Distributor in writing (by fax or email) and provide reasons explaining why the Site should be granted the further Authorization(s). Proof of instructor training and/or qualifications must also be supplied in accordance with Section 3.2.

EXHIBIT 1 - PRODUCT AUTHORIZATIONS

Product Groups are categorized as

- Core products for which authorization is granted as a single application
- X-industry vertical access products which are granted with the Core application (and which may include products normally associated with another industry)
- Specialist Authorization products which require separate application, and may only be available to ATCs with the corresponding Core products authorization
- Specialist x-industry authorization products, which require separate application, but are available to more than one of the “vertical” industries

Product Groups and products as of 1 February 2013 (subject to change as announced from time to time)

AEC	MFG	M&E
Specialist Robot Structural Analysis Infrastructure Modeler (LandExplorer) Infrastructure Map Server	Specialist Autodesk Simulation Autodesk Moldflow Alias Surface Alias Automotive	Specialist Smoke for Mac
Core AutoCAD Civil 3D AutoCAD Utility Design Revit Architecture Revit LT / Suite Revit Structure Revit MEP Ecotect Analysis QTO* (Constructware* / Buzzsaw*) Infrastructure Des S Pr/Ult Building Design S Pr/Ult	Core Inventor (Pro/Suites) Inventor LT / Suite Inventor Publisher* Inventor ETO (Intent) (Streamline*) Direct Connect* Showcase Pro/Pres Vault Professional Factory Design S Pr/Ult Product Design S Pr/Ult	Core Maya 3ds Max Softimage MotionBuilder Mental Ray Mudbox* Combustion* Maya Ent. Creation Suite (inc. Turtle for Maya) Max Ent. Creation Suite Softimage Ent. Creation S
Specialist x-industry P&ID Plant 3D Plant Design Suite	Specialist x-industry P&ID Plant 3D Plant Design Suite	Specialist x-industry P&ID Plant 3D Plant Design Suite
X-industry vertical access ACAD Architecture ACAD MEP ACAD Map 3D / Enterpr. Navisworks ACAD Mechanical ACAD Electrical/ECSCAD Vault Wkgp./Coll./Office Alias Design* 3ds Max Design Sketchbook Designer* Sketchbook Pro* Building Design S Std	X-industry vertical access ACAD Architecture ACAD MEP ACAD Map 3D / Enterpr. Navisworks ACAD Mechanical ACAD Electrical/ECSCAD Vault Wkgp./Coll./Office Alias Design* 3ds Max Design Sketchbook Designer* Sketchbook Pro* Building Design S Std	X-industry vertical access ACAD Architecture ACAD MEP ACAD Map 3D / Enterpr. Navisworks ACAD Mechanical ACAD Electrical/ECSCAD Vault Wkgp./Coll./Office Alias Design* 3ds Max Design Sketchbook Designer* Sketchbook Pro* Building Design S Std

Infrastructure DS Std Factory Design S Std Product Design S Std	Infrastructure DS Std Factory Design S Std Product Design S Std	Infrastructure DS Std Factory Design S Std Product Design S Std
Horizontal		
AutoCAD (inc. LT) AutoCAD for Mac (inc. LT) Raster Design*	3ds Max Design Alias Design* Sketchbook Designer * Autodesk Design Suite	Mudbox* Showcase* AutoCAD Freestyle*

Note: * Products marked with an asterisk (*) do NOT require separate instructor authorization

Note: ** Products marked with asterisks (**) do not require separate instructor authorization, provided that if

- the instructor is authorized for Smoke for Mac, Smoke is authorized
- the instructor is authorized for Flame Premium, the remaining products are authorized

Note: Products or services in parentheses ((*)) - ATC does not include subscriptions to the hosted collaboration services. ATCs may include training on these products in Authorized Courses. Services include:

- Streamline
- Buzzsaw
- Constructware

Note: Products provided as free or low cost downloads (e.g. AutoCAD Freestyle) or as purchasable apps from iTunes app store, or Android market app stores (e.g. “Fluid FX”) are not included in the ATC licenses or authorizations.

Note: additional products with releases before 2013, but which have been discontinued or replaced for 2013, may also be available to authorized ATCs; contact your ATC Distributor for advice.

EXHIBIT 2 - E-LEARNING SITE QUALIFYING CRITERIA

This Exhibit 2 supplements the Guide by providing additional Program components, which are specific to ATCs that offer online trainings. To be able to offer Authorized Courses, in part or wholly, online, the ATC must meet the qualifying criteria in this Exhibit, as well as the duties and obligations in the main body of this Guide, must be in good standing with the Agreement, and must submit a proposal for online training, which must be approved by Autodesk, in its sole discretion, prior to the ATC offering Authorized Courses as online trainings.

1. PROPOSAL REQUIREMENTS

A proposal application form and completion guidance notes are available from the ATC Distributor and includes:

- 1.1 Detailed explanation of which Authorized Courses are to be offered online;
- 1.2 List of ATC Site(s) where video content will be recorded;
- 1.3 List of ACI or Authorized Instructors who will teach each Authorized Course;
- 1.4 Proof of ACI or Authorized Instructor status;
- 1.5 An outline script of the Authorized Course content to be posted online;
- 1.6 Description of IT infrastructure to support the proposed online training(s); and
- 1.7 Other information, which the ATC feels addresses the qualifying criteria in Section 2 of this Exhibit or which is requested by Autodesk or ATC Distributor.

2. QUALIFYING CRITERIA

Upon authorization under this Exhibit 2:

- 2.1 **INSTRUCTORS.** Each instructor must be and remain an ACI or Authorized Instructor of the Authorized Course.
 - 2.1.1 Each Authorized Course must be taught by the ACI or Authorized Instructor identified in the Proposal.
 - 2.1.2 Instructors must be available for a reasonable time scheduled and published for the duration of the Authorized Course to support trainees.
- 2.2 **IT.** Each ATC must possess and maintain the IT infrastructure to deliver and support online courses. The delivery system must be able to:
 - track and record attendance;
 - guide student through the course content (learning modules or live sessions);
 - control the trainee entering and progressing through the course content/modules;
 - take control of student screen for troubleshooting; and
 - permit file sharing.
- 2.3 **COURSES.** Each online Authorized Course must
 - 2.3.1 be structured as topic and modules of manageable size for attention, retention and easy review;
 - 2.3.2 be accompanied by an outline that provides a defined start and end, and a recommended sequence of learning, and that states objectives and competencies, recommended learning path, assessment method and qualification criteria;
 - 2.3.3 if advertised as preparation for a Professional Certification Exam, be based on certification objectives;
 - 2.3.4 must include hands-on training focusing on training or improving Autodesk software use skill sets.
- 2.4 **PROGRESS.** Progress through the course must be dependent upon successful demonstration of competencies. Progress must not be based solely on attendance or on completion of viewing learning content.
- 2.5 **CERTIFICATE OF COMPLETION.** Approval for an Authorized Course is limited to offering a training program equivalent to an Authorized Course at the ATC Site. Authorized Courses receiving certificates of completion must provide the equivalent of one (1) day (no fewer than six (6) hours of) instruction by any one of these:

- online live instruction;
- equivalent learning content;
- a combination of online live instruction and learning content; or
- a combination of live instruction in the ATC Site, online live instruction, and learning content.

Additionally, such a course must be begun and completed by the trainee within thirty (30) calendar days and the trainee must demonstrate completion with an assessment of competency and/or knowledge of the content presented.

2.6 **TRAINEE SATISFACTION**. Trainee satisfaction as described in Section 3.4 of the main part of the Guide must be met.

2.7 **REPORTING**. ATC must report quarterly on student numbers, attendance, progress, survey results as determined by trainee feedback through the Autodesk Evaluation System, and completion ratios.

EXHIBIT 3 - ACADEMIC ATC ACCREDITATION

This Exhibit 3 supplements the Guide by providing additional Program components, which are specific to ATCs that offer training on Autodesk Products and Educational Services to accredited academic customers. The purpose of this Accreditation is to promote training services to accredited academic institutions, educators or students and the use by institutions, educators and students of Autodesk Education resources and programs, including, without limitation:

- The Autodesk Education Community
- The Autodesk Academic Resource Center (where applicable)
- Autodesk Education learning materials and certifications
- Autodesk Education programs, projects, events and competitions

1. QUALIFYING CRITERIA

To be considered for Accreditation as an Academic ATC, an ATC must:

- 1.1 meet the same criteria as defined for the ATC program;
- 1.2 demonstrate a successful history of providing learning, training or certification services to accredited academic institutions, as determined by Autodesk or your ATC Distributor in either's sole discretion; and
- 1.3 present a business plan identifying how it will meet the expectations listed above.

Guidelines for applications are available from the ATC Distributors.

2 PROGRAM BENEFITS

- 2.1 Academic ATCs may be entitled to participate in nominated marketing programs, including where available sales leads programs, which are restricted to promotion of their services to accredited academic institutions, educators or students, in their geographic area.
- 2.2 Academic ATCs may freely use, modify and adapt educational materials available through the Autodesk Education Community, or through other sources as defined from time to time, for the purposes of offering training services under this Accreditation. Notwithstanding, Autodesk owns and retains right, title, and interest in/to such materials. Academic ATCs may not use any Autodesk educational materials for any other purpose, and may not sell such materials independently of any added value training or support services.
- 2.3 Academic ATCs may be entitled to a number of software licenses for instructor use only, subject to payment of a software license fee. Information on fees and licenses provided is available from the ATC Distributors.

3 REQUIREMENTS

- 3.1 Meet performance targets, as established with your ATC Distributor, relating, but not limited, to
 - Training and certification volumes;
 - Trainee satisfaction;
 - Participation in Autodesk Education related events and programs; and
 - Marketing and promotional activities relating to Autodesk Educational programs.
- 3.2 Provide trainee satisfaction survey feedback to Autodesk for training or project services offered under this Accreditation. This trainee satisfaction rate may be different than the target described in Section 3.4 of the main part of the Guide.
- 3.3 Not required to equip or maintain their own in-house training facilities. Services may exclusively be offered on the Academic ATC's accredited academic customer sites using the customers' equipment and licenses. If, however, the Academic ATC wishes to equip a training facility, the Academic ATC must purchase commercial licenses or ATC licenses.
- 3.4 Academic ATCs are required to provide regular reports to the ATC Distributor of progress towards agreed goals as determined by the ATC Distributor.

3.5 Any licenses provided under this Accreditation alone are not to be used for any purpose other than for Authorized or certified instructors use, for internal research, or for internal materials development.

3.6 Academic ATC Accreditation is not to be used to promote services to commercial customers or any organisation which is not an accredited academic institution, educator or student.

4 **FEES**

4.1 Already qualifying ATCs may apply for Academic ATC Accreditation for no further fees, unless the ATC requires additional licenses..

4.2 If not already a qualifying ATC, each Academic ATC may need to purchase, initially, adequate licenses of the software in order to fulfill the Academic ATC's business plan in Section 1.3 of this Exhibit.

EXHIBIT 4 – USE OF MARKETING MATERIALS

1. Definitions. The following terms shall have the following meanings:

1.1. “Marketing Materials” means the marketing collateral and other advertising materials that Autodesk may supply ATC from time to time during the Term.

1.2 “Agreement” means the Autodesk Authorized Training Center Agreement entered into between Autodesk and ATC which provides for appointment of training center as an ATC on terms and conditions as defined in the Agreement.

2. Use.

2.1 Non-exclusive License. Subject to the terms and conditions of this Attachment and any limitations or exclusions on use of the Marketing Materials communicated or provided by Autodesk from time to time (including those posted on Partner Portal or accompanying the Marketing Materials), Autodesk hereby grants ATC a limited, non-exclusive, non-transferable and non-sublicensable right during the Term to reproduce and distribute the Marketing Materials in connection with their appointment to as an ATC as permitted under the Agreement.

2.2 Limitations. Pornographic, defamatory or otherwise unlawful use of Marketing Materials is strictly prohibited whether directly or in context or juxtaposition with specific subject matter. Marketing Materials shall not be incorporated into a logo, trademark or service mark by ATC. Marketing Materials shall not be used contrary to any restriction that is provided in writing to ATC. Marketing Materials shall not be used in (i) a manner that would lead a reasonable person to believe that the model within the Marketing Material personally uses or endorses a product or service; or (ii) in a manner that would be considered unflattering or controversial to a reasonable person. With respect to any Marketing Materials delivered or stored in an electronic form. ATC must retain the copyright symbol and markings thereon. ATC may not make additional high-resolution copies of the Marketing Materials and ATC will maintain a robust firewall to safeguard against unauthorized third-party access to the Marketing Materials.

2.3 Retention of Rights by Autodesk. As between Autodesk and ATC, the Marketing Materials remain at all times the property of Autodesk. Except as expressly provided herein, ATC is not granted any other right or license to patents, copyrights, trade secrets, trademarks or other intellectual property right with respect to the Marketing Materials. ATC shall take all reasonable measures to protect Autodesk’s proprietary rights in the Marketing Materials and shall not copy, use or distribute the Marketing Materials, or any derivative thereof, in any manner or for any purpose, except as may be expressly authorized herein. ATC shall notify Autodesk promptly in writing upon its discovery of any unauthorized use of the Marketing Materials.

2.4 Audit Rights. In addition to the Audit rights set forth in the ATC Agreement, Autodesk, in its sole and absolute discretion, may conduct an audit of the ATC’s use of the Marketing Materials and otherwise ensuring that ATC is complying with the terms of this Attachment.

3. Warranty Disclaimer and Liability Limitation. Autodesk and its licensors make no warranties with regard to the use of names, people, trademarks, trade dress, registered, unregistered or copyrighted designs or works of art or architecture depicted in any marketing material. AUTODESK AND ITS LICENSORS DISCLAIM ALL WARRANTIES WITH RESPECT TO THE MARKETING MATERIALS, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AUTODESK AND ITS LICENSORS SHALL HAVE NO OBLIGATION OF INDEMNIFICATION WITH RESPECT TO THE MARKETING MATERIALS. AUTODESK AND ITS LICENSORS SHALL NOT BE LIABLE TO ATC OR ANY OTHER PERSON OR ENTITY FOR ANY GENERAL, PUNITIVE, SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR LOST PROFITS OR ANY OTHER DAMAGES, COSTS OR LOSSES ARISING OUT OF ATC’S USE OF THE MARKETING MATERIAL OR OTHERWISE, EVEN IF AUTODESK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, COSTS OR LOSSES.

4. Indemnity by ATC. ATC agrees to indemnify, hold harmless and defend Autodesk from any cost, loss, liability, or expense, including court costs and reasonable fees for attorneys or other professionals, arising out of or resulting from any breach of the license, illegal use or misuse of the Marketing Materials.

5. Return of Materials. Within thirty (30) days of any Autodesk request, Training shall return to Autodesk, all Marketing Materials or copies thereof then in ATC’s possession, and/or upon Autodesk’s written request, destroy all or part of the foregoing property and certify to its complete destruction.

The following are registered trademarks or trademarks of Autodesk, Inc., and/or its subsidiaries and/or affiliates in the USA and other countries: 123D, 3ds Max, Algor, Alias, AliasStudio, [Alias] "Swirl Design" (design/logo), ATC, AUGI [Note: AUGI is a registered trademark of Autodesk, Inc. licensed exclusively to the Autodesk User Group International.] AutoCAD, AutoCAD Learning Assistance AutoCAD LT, AutoCAD SimulatorAutoCAD SQL Extension, AutoCAD SQL Interface, Autodesk, Autodesk Homestyler, Autodesk Intent, Autodesk Inventor, Autodesk MapGuide, Autodesk Streamline, AutoLISP, AutoSketch, AutoSnap, AutoTrack, Backburner, Backdraft, Beast, Beast (design/logo), Built with ObjectARX (+product) (logos, Burn, Buzzsaw, CAiCE, CFdesign, Civil 3D, Cleaner,Cleaner Central, ClearScale, Colour Warper, Combustion, Communication Specification, Constructware, Content Explorer, Clreative Bridge, Dancing Baby, The (image), DesignCenter, Design Doctor , Designer's Toolkit, DesignKids, DesignProf, DesignServer, DesignStudio, Design Web Format, Discreet, DWF, DWG, DWG (design/logo, DWG Extreme, DWG TrueConvert, DWG TrueView, DWGX, DXF, Ecotect, Evolver, Exposure Extending the Design Team, Face Robot, FBX, Fempro, Fire, Flame, Flare, Flint, FMDesktop, Freewheel, GDX Driver, Green Building Studio, Heads-up Design, Heidi, Homestyler, HumanIK, IDEA Server, i-drop ,Illuminate Labs AB (design/logo), ImageModeler, iMOU, Incinerator, Inferno, Instructables, Instructables (stylized robot design/logo), Inventor, Inventor LT, Kynapse, Kynogon, LandXplorer, LigidLight, LiquidLight (design/logo), Lustre, MatchMover, Maya, Mechanical Desktop, Moldflow, Moldflow Plastics Advisers, Moldflow Plastics Insight, Moldflow Plastics Xpert, Moondust, MotionBuilder, Movimento, MPA, MPA (design/logo), MPI, MPI (design/logo), MPX, MPX (design/logo), Mudbox, Multi-Master Editing, Navisworks, ObjectARX, ObjectDBX, Opticore, Pipeplus, Pixlr, Pixlr-o-matic, PolarSnap, PortfolioWall, Powered with Autodesk Technology, Productstream, ProMaterials, RasterDWG, RealDWG, Real-time Roto, Recognize, Render Queue, Retimer, Reveal, Revit, RiverCAD, Robot, Scaleform, Scaleform GfX, Showcase, Show Me, ShowMotion,, SketchBook, Smoke,, Softimage,, Softimage/XSI (design/logo), Sparks, SteeringWheels, Stitcher, Stone,, StormNET, TinkerBox, ToolClip, Topobase, Toxik, TrustedDWG, U-Vis, ViewCube, Visual, Visual LISP, Voice Reality, Volo, Vtour, WaterNetworks, Wire, Wiretap, WiretapCentral, XSI.

mental ray is a registered trademark of mental images GmbH licensed for use by Autodesk, Inc. Mac and Mac OS are registered trademarks or trademarks of Apple Inc. registered in the U.S. and other countries. UG is a registered trademark of Siemens Product Lifecycle Management Software, Inc. All other brand names, product names, or trademarks belong to their respective holders. Autodesk reserves the right to alter the products, services offering, specifications, and pricing at any time without notices. Autodesk is not responsible for typographical or graphical errors that may appear in this document. © 2011 Autodesk, Inc. All rights reserved.