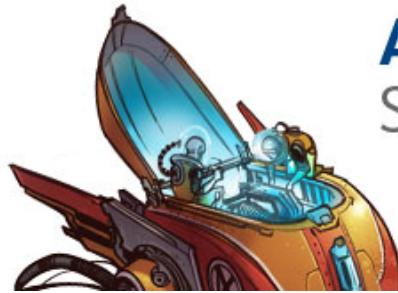


Business Rules



Autodesk® SketchBook® Pro 2010

Executive Summary

With the 2010 release, Autodesk® Sketchbook Pro, part of the Autodesk solution for Digital Prototyping, continues its tradition of delivering an affordable, easy-to-use, natural drawing experience. Building on the stunning quality that professionals need and expect, SketchBook Pro 2010 increases productivity and delivers new tools to expand creativity and precision, featuring:

- Rotate Canvas – twist the view of your canvas to get the angles you need to draw comfortably.
- Customizable UI – you can focus on the tools that matter in your workflow, customizing the lagoon or working full screen invoking marking menus at the cursor.
- Custom Texture Brushes – create elaborate stamps, graphics, or stylized brushes and effects by capturing your own custom textures.
- Symmetric drawing – build up symmetric designs dynamically mirroring horizontally or vertically.
- Ruler & Ellipse Guides – tighten up sketches with the added precision of guides, snapping your brush strokes to exact angles, perfect circles and ellipse
- Non-Proportional Scaling – adjust basic proportions of layers or selections horizontally or vertically.

The following business rules will give you an overview on how Autodesk SketchBook Pro will be offered in FY2010.

If you have further questions, please contact Chris Cheung, Product Manager for SketchBook or myself.

Good selling
Thomas Heermann
Product Line Manager, Industrial Design

February 19, 2009

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Product Description

Autodesk SketchBook Pro is a paint and drawing application designed specifically for use with digitized pen tablets and Tablet PCs. SketchBook Pro offers industry-leading sketching tools and delivers them through a streamlined user interface that is so fast and intuitive that a new user can be productive within minutes.

Key dates:

- First customer ship: Mar 24, 2009
- SketchBook Pro 2009 will obit upon the release of SBP 2010

Pricing information

- SketchBook Pro subscribes to the Autodesk Market Factors
- Channel Discount Category 1
- Open Distribution authorization



Languages

- SketchBook Pro 2010 is only available in English at this point in time

Platform and System Requirements

- The physical box product contains a hybrid DVD with both the Windows installer and Mac dmg
- The product is a native 32 bit application and qualified to run on 64 bit machines
- Graphics capable of 1024x768 display 256MB of RAM
- Windows® XP and Windows Vista® 800MHz CPU
- Apple® Mac OS® X 10.4, 10.5 G4, G5 or Intel based CPU
- SketchBook Pro for OS X is delivered as a Universal Binary supporting both PPC and Intel based Mac systems.
- Recommended to be used with Tablet PCs or Wacom® Tablet

Key new features in Autodesk SketchBook Pro 2010

- Rotate Canvas – twist the view of your canvas to get the angles you need to draw comfortably.
- Customizable UI – you can focus on the tools that matter in your workflow, customizing the lagoon or working full screen invoking marking menus at the cursor.
- Custom Texture Brushes – create elaborate stamps, graphics, or stylized brushes and effects by capturing your own custom textures.
- Symmetric drawing – build up symmetric designs dynamically mirroring horizontally or vertically.
- Ruler & Ellipse Guides – tighten up sketches with the added precision of guides, snapping your brush strokes to exact angles, perfect circles and ellipse
- Non-Proportional Scaling – adjust basic proportions of layers or selections horizontally or vertically.
- PC: Numeric RGB input in the color editor (already available on Mac)

Education

SketchBook Pro 2010 will be available for education and students

Product Availability

SketchBook Pro 2010 is available as stand alone and multi seat stand alone. There are no upgrades or cross-grades available for SketchBook Pro.

Subscription

N/A

Content and Documentation

All physical boxes contain (1) DVD that includes all supported platforms (Windows/Mac OSX 32-bit)
Note: All documentation is available in-product

Licensing

SketchBook Pro product activation is via an in-product dialog



The screenshot shows a dialog box titled "SketchBook Pro Product Activation". It contains two input fields: "Enter your serial number:" and "Enter your product key:". Below the serial number field is a sample: "Sample: 123-12345678". Below the product key field is a sample: "Sample: XXXXX". A paragraph of text reads: "The serial number and product key are found on the product packaging or in the online purchase confirmation." Below this is another paragraph: "Haven't purchased yet? Click the 'Use Trial' button to explore Autodesk SketchBook Pro for 15 days." At the bottom, there are three buttons: "Use Trial", "OK", and "Cancel".

- Users input serial number + product key

- Note: No product registration is required however recommended
- Note: Users are subject to EULA with respect to multiple installs on different hardware
- SketchBook Pro does NOT support Network (floating) licenses.

Frequently asked Questions

Who do I ask about questions regards the business rules and pricing?

For detailed and local pricing please contact your sales and order administration contacts locally. If you have general questions regards these business rules, please contact Thomas Heermann, Product Line Manager for the ID Products (thomas.heermann@autodesk.com).

Will hardware locks be supported for Autodesk SketchBook Pro 2010?

No, hardware locks will not be supported.

What is the SketchBook Pro Trial version?

Autodesk SketchBook Pro with no license will run as a full featured trial for 15 non-consecutive days. After the 15 days, the product continues to work with a very limited feature set. At any time the product can be licensed via the product activation dialog.



Can SketchBook Pro be used with a mouse?

- For the best user experience and results, the use of a Tablet PC or tablet peripheral is recommended.
- SketchBook Pro can be used with a mouse and features simulated pressure sensitivity for brushes like the pencil, to provide a more realistic result.

What is SketchBook Express (SBX)?

This is a special OEM bundling version of SketchBook Pro for marketing and demand generation purposes only. This product is not available for sale via the Autodesk channel. It is exclusive to OEM partners and internal demand generation and marketing purposes only. SketchBook Express has a limited feature set over the commercial version of SketchBook Pro 2010.

End User License Agreements (EULA)

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A. INSTALLATION, ACCESS, AND CONTINUED USE OF THE SOFTWARE MAY REQUIRE AN ACTIVATION CODE. REGISTRATION IS REQUIRED BEFORE AN ACTIVATION CODE IS ISSUED BY AUTODESK. YOU AGREE THAT AUTODESK MAY USE DATA AND INFORMATION PROVIDED BY YOU, A SOFTWARE RESELLER, OR ANY OTHER THIRD PARTY ACTING ON YOUR BEHALF IN CONNECTION WITH YOUR PURCHASE OF THE SOFTWARE LICENSE TO REGISTER THE SOFTWARE. YOU AGREE TO PROVIDE AUTODESK, ANY SOFTWARE RESELLER, OR ANY OTHER THIRD PARTY ACTING ON YOUR BEHALF WITH ACCURATE AND CURRENT REGISTRATION INFORMATION REQUIRED BY AUTODESK, AND YOU FURTHER AGREE TO MAINTAIN AND UPDATE YOUR REGISTRATION INFORMATION THROUGH CUSTOMER DATA REGISTRATION PROCESSES THAT MAY BE PROVIDED BY AUTODESK. YOU CONSENT TO AUTODESK'S USING THE PERSONAL INFORMATION PROVIDED TO AUTODESK AT REGISTRATION, OR UPDATED THEREAFTER, TO ISSUE ACTIVATION CODES, TO MANAGE AUTODESK'S RELATIONSHIP WITH YOU (INCLUDING AUTOMATING THE ISSUANCE OF ACTIVATION CODES FOR FUTURE PURCHASES), TO VALIDATE ENTITLEMENT AND USAGE OF SOFTWARE AND TO OTHERWISE USE AND DISCLOSE SUCH PERSONAL INFORMATION IN CONFORMANCE WITH ITS APPLICABLE PRIVACY POLICY (AS UPDATED FROM TIME TO TIME), WHICH IS AVAILABLE ON AUTODESK'S WEBSITE OR ON REQUEST.

B. THE ACTIVATION SECURITY MECHANISMS MAY DISABLE THE SOFTWARE IF YOU TRY TO TRANSFER IT TO ANOTHER COMPUTER, IF YOU TAMPER WITH THE DATE-SETTING MECHANISMS ON YOUR COMPUTER, IF YOU USE THE SOFTWARE PAST AN APPLICABLE EVALUATION PERIOD OR LIMITED TERM, OR IF YOU UNDERTAKE CERTAIN OTHER ACTIONS THAT MAY OFFSET THE SECURITY MODE. MORE INFORMATION IS CONTAINED IN THE APPLICABLE USER DOCUMENTATION OR AVAILABLE FROM AUTODESK ON REQUEST.

6.3 Educational Institutional, Student Versions, and Personal Learning Editions. WORK PRODUCT AND OTHER DATA CREATED WITH EDUCATIONAL INSTITUTIONAL VERSIONS, STUDENT VERSIONS, AND PERSONAL LEARNING EDITIONS OF THE SOFTWARE CONTAIN CERTAIN NOTICES AND LIMITATIONS THAT MAKE THE DATA UNUSABLE OUTSIDE THE EDUCATIONAL USE AREA. IF YOU COMBINE OR LINK DATA CREATED WITH EDUCATIONAL INSTITUTIONAL VERSIONS, STUDENT VERSIONS, OR PERSONAL LEARNING EDITIONS OF THE SOFTWARE WITH DATA OTHERWISE CREATED, THEN SUCH OTHER DATA MAY ALSO BE AFFECTED BY THESE NOTICES AND LIMITATIONS. AUTODESK SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER IF YOU COMBINE OR LINK DATA CREATED WITH EDUCATIONAL INSTITUTIONAL VERSIONS, STUDENT VERSIONS, OR PERSONAL LEARNING EDITIONS OF THE SOFTWARE WITH DATA OTHERWISE CREATED.

7. LIMITATION OF LIABILITY

IN NO EVENT SHALL AUTODESK OR ITS LICENSORS HAVE ANY LIABILITY FOR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES; LOSS OF PROFITS, REVENUE, OR DATA; BUSINESS INTERRUPTION, OR COST OF COVER. IN ADDITION, IN NO EVENT SHALL THE LIABILITY OF AUTODESK OR ITS LICENSORS FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SOFTWARE, USER DOCUMENTATION, OR THIS AGREEMENT EXCEED THE AMOUNT PAID OR PAYABLE BY YOU FOR THE SOFTWARE DIRECTLY RESPONSIBLE FOR SUCH DAMAGES. THE LIMITATIONS OF LIABILITY IN THIS SECTION 7 SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW TO ANY DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, WHETHER DERIVED FROM CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE) OR OTHERWISE, EVEN IF AUTODESK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER THE LIMITED REMEDIES AVAILABLE HEREUNDER FAIL OF THEIR ESSENTIAL PURPOSE.

AUTODESK SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER ARISING FROM LOSS OR THEFT OF THE SOFTWARE OR THE MEDIA ON WHICH THE SOFTWARE IS FURNISHED TO YOU. AUTODESK SHALL NOT BE OBLIGATED TO REPLACE ANY LOST OR STOLEN SOFTWARE OR SOFTWARE MEDIA. YOU ARE SOLELY RESPONSIBLE FOR SAFEGUARDING THE SOFTWARE AND THE MEDIA ON WHICH THE SOFTWARE IS FURNISHED AND FOR BACKING UP ANY DATA.

8. U.S. GOVERNMENT RESTRICTED RIGHTS

All Autodesk Materials provided to the U.S. Government are provided with the same commercial license rights and restrictions described elsewhere herein.

9. GENERAL

9.1. No Assignment; Insolvency. You may not assign this Agreement or any rights hereunder (whether by purchase of stock or assets, merger, change of control, operation of law, or otherwise) and any purported assignment by You shall be void. The Agreement and the licenses granted hereunder shall terminate without further notice or action by Autodesk if You become bankrupt or insolvent, make an arrangement with Your creditors, or go into liquidation.

9.2. Choice of Law. This Agreement and any disputes arising out of or in connection with this Agreement shall be governed by the laws of the State of California, U.S.A., without reference to conflict-of-laws principles and excluding the UN Convention on Contracts for the International Sale of Goods.

9.3. Entire Agreement. This Agreement and the applicable User Documentation constitute the entire agreement between us and supersede any other previous or contemporaneous communications, agreements, representations, warranties or advertising with respect to the Software and User Documentation. Any modifications to this Agreement shall be invalid, unless made in writing and signed by a duly authorized representative of Autodesk.

9.4. Severability. If and to the extent any provision of this Agreement is held illegal, invalid, or unenforceable in whole or in part under applicable law, such provision or such portion thereof shall be ineffective as to the jurisdiction in which it is illegal, invalid, or unenforceable to the extent of its illegality, invalidity, or unenforceability and shall be deemed modified to the extent necessary to conform to applicable law so as to give the maximum effect to the intent of the parties. The illegality, invalidity, or unenforceability of such provision in that jurisdiction shall not in any way affect the legality, validity, or enforceability of such provision in any other jurisdiction or affect the legality, validity or enforceability of any other provision of this Agreement.

9.5. No Waiver. No term or provision hereof will be considered waived, and no breach excused, unless such waiver is in writing signed on behalf of the party against whom the waiver is asserted. No waiver (whether express or implied) will constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach.

9.6. Audits. To ensure compliance with this Agreement, You agree that upon reasonable notice, Autodesk or Autodesk's authorized representative shall have the right to inspect and audit Your Installation, Access, and use

of the Autodesk Materials. Any such inspection or audit shall be conducted during regular business hours at Your facilities or electronically, either by Autodesk or by representatives authorized by Autodesk for this purpose. If such inspections or audits disclose that You have Installed, Accessed, or permitted Access to the Autodesk Materials in a manner that is not permitted under this Agreement, then (i) You are liable to pay for any unpaid license fees as well as the reasonable costs of the audit; and (ii) without limitation of Section 2.1 (License Grant), and unless Autodesk otherwise elects in writing, the license grant with respect to the Software will terminate immediately. Any information obtained by Autodesk or Autodesk's authorized representative during the course of such inspection and audit will be used and disclosed by Autodesk solely for purposes of such inspection and audit and for enforcement of Autodesk's rights under this Agreement and applicable law, unless other uses or disclosures are required under applicable law. Nothing in this Section shall be deemed to limit any legal or equitable remedies available to Autodesk for violation of this Agreement or applicable law.

9.7 Language. The English language version of this Agreement is legally binding in case of any inconsistencies between the English version and any translations.

9.8 Construction. Ambiguities in this Agreement will not be construed against the drafter.

9.9 Canadian License. If You purchased the license for this Software in Canada, You agree to the following: The parties hereto confirm that it is their wish that this Agreement, as well as other documents relating hereto, including Notices, have been and shall be written in the English language only. Les parties ci-dessus confirment leur désir que cet accord ainsi que tous les documents, y compris tous avis qui s'y rattachent, soient rédigés en langue anglaise.

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