
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, DC 20549

FORM 8-K

CURRENT REPORT

**Pursuant to Section 13 or 15(d) of The
Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported) March 8, 2012

Autodesk, Inc.

(Exact name of registrant as specified in its charter)

Delaware
**(State or other jurisdiction
of incorporation)**

000-14338
**(Commission
File Number)**

94-2819853
**(IRS Employer
Identification No.)**

111 McInnis Parkway
San Rafael, California 94903
(Address of principal executive offices, including zip code)

(415) 507-5000
(Registrant's telephone number, including area code)

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Carl Bass Employment Agreement

On March 8, 2012, Autodesk, Inc. (the “Company”) entered into an amended and restated employment agreement with Carl Bass, the Company’s President and Chief Executive Officer, which will be effective April 1, 2012 (the “Bass Agreement”). The Bass Agreement replaces and supersedes the employment agreement dated December 12, 2008 between the Company and Mr. Bass.

During the term of the Bass Agreement, Mr. Bass will receive an annual base salary of \$990,000. In addition, Mr. Bass will be eligible to participate in the Autodesk Executive Incentive Plan (the “EIP”) at a target level of not less than 125% of his annual base salary, subject to the terms of the EIP. Either Mr. Bass or the Company may terminate the employment relationship upon thirty days written notice to the other party.

Pursuant to the Bass Agreement, the Company has agreed to continue to nominate Mr. Bass to serve as a member of the Company’s Board of Directors (the “Board”). In addition, the Company has agreed to provide Mr. Bass with certain severance benefits in the event Mr. Bass’s employment is terminated by the Company without cause or if Mr. Bass resigns for good reason (as such terms are defined in the Bass Agreement), including if such termination or resignation is in connection with a change of control or following the completion of a Board requested executive transition period (as such terms are defined in the Bass Agreement).

Mr. Bass will continue to be eligible to receive long term incentive equity awards customarily granted to executive officers, as well as to participate in all other benefit plans, policies and arrangements (other than the Company’s Executive Change in Control Program) that are applicable to other senior executives of the Company, as such may exist from time to time.

The Bass Agreement is attached as Exhibit 10.1 hereto and is incorporated herein by reference.

Approval of Executive Participation in Executive Incentive Plan for Fiscal Year 2013

On March 8, 2012, the Compensation and Human Resources Committee (the “Compensation Committee”) of the Board determined the target awards and payout formulas for fiscal year 2013 under the EIP. The EIP is an annual cash incentive plan intended to motivate and reward participants to ensure the Company achieves its annual financial and non-financial objectives. The EIP was approved by the stockholders in June 2010 and is intended to permit the payment of bonuses that may qualify as performance-based compensation under Internal Revenue Code Section 162(m). Each of the Company’s executive officers is eligible to participate in the EIP.

For each executive officer participant, the Compensation Committee previously established a target award equal to a specified percentage of such participant’s base salary ranging from 20% to 125% (the “Participant’s Target Amount”). The Compensation Committee determined a funding/payout formula for the EIP in general and for each participant individually related to achievement of certain revenues for fiscal 2013, as well as certain non-GAAP operating margin levels for fiscal 2013.

The actual bonuses payable for fiscal year 2013 (if any) will vary depending on the extent to which actual performance meets, exceeds or falls short of the goals approved by the Compensation Committee and other factors set forth in the EIP, such as individual performance. Accordingly, each participant could receive a bonus ranging from zero percent of the Participant’s Target Amount (for performance falling short of the goals) to a percentage in excess of the Participant’s Target Amount (for performance exceeding the goals). The Compensation Committee retains discretion to reduce or eliminate (but not increase) the bonus that otherwise would be payable based on actual performance. An executive officer participant must be an employee on the

date of the bonus payout for fiscal year 2013 (if any) in order to be eligible for any bonus under the EIP.

Sales Commission Plan with Steven Blum

On March 8, 2012, the Compensation Committee approved the fiscal year 2013 Sales Commission Plan and compensation targets for Steven Blum, our Senior Vice President, Worldwide Sales and Services. Mr. Blum's Sales Commission Plan ties a portion of his targeted cash compensation to sales commissions based on achievement of specific revenue and contribution margin objectives. For fiscal year 2013, Mr. Blum's commission-based cash incentive target was set at approximately 25% of his overall targeted cash compensation, which includes base salary and short term cash incentives (including, but not limited to, Mr. Blum's participation in the EIP and commission-based cash incentive).

Forms of Award Agreements under the 2012 Employee Stock Plan

On March 8, 2012, the Compensation Committee approved award grants to certain executive officers of the Company, such grants were made subject to new forms of award agreements for stock option and restricted stock unit grants adopted under the Company's 2012 Employee Stock Plan. Copies of the award agreements are attached as Exhibit 10.2, Exhibit 10.3 and Exhibit 10.4 hereto and are incorporated herein by reference.

Forms of Award Agreements under the 2012 Outside Directors' Stock Plan

On March 8, 2012, the Board approved the form of restricted stock unit award agreement under the Company's 2012 Outside Directors' Stock Plan for awards made to the Company's non-employee directors. A copy of the form of award agreement is attached as Exhibit 10.5 hereto and is incorporated herein by reference.

Committee Appointments

On March 8, 2012, the Board approved changes to the Company's Compensation Committee such that as of June 7, 2012, immediately following the 2012 Annual Meeting, the Compensation Committee will be composed as follows: Mary T. McDowell, Stacy J. Smith and Steven M. West.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
10.1	Carl Bass Employment Agreement, dated March 8, 2012
10.2	2012 Employee Stock Plan Form of Stock Option Agreement
10.3	2012 Employee Stock Plan Form of Restricted Stock Unit Agreement
10.4	2012 Employee Stock Plan Form of Stock Option Agreement (non-U.S. Employees)
10.5	2012 Outside Directors' Stock Plan Form of Restricted Stock Unit Agreement

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

AUTODESK, INC.

By: /s/ PASCAL W. DI FRONZO

Pascal W. Di Fronzo

Senior Vice President, General Counsel and Secretary

Date: March 13, 2012

EXHIBIT INDEX

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AUTODESK, INC.

SECOND AMENDED AND RESTATED

CARL BASS EMPLOYMENT AGREEMENT

This Second Amended and Restated Employment Agreement (the "Agreement") is entered into as of March 8, 2012, by and between Autodesk, Inc. (the "Company") and Carl Bass ("Executive").

1. Duties and Scope of Employment.

(a) Positions and Duties. This Agreement was originally effective May 1, 2006 (the "Effective Date") and was amended and restated on December 12, 2008. Pursuant to this Agreement as further amended and restated, Executive will continue to serve as the Company's President and Chief Executive Officer. Executive will report to the Company's Board of Directors (the "Board"). Executive will continue to render such business and professional services in the performance of his duties, consistent with Executive's position in the Company, as are reasonably assigned to him by the Board. The period Executive is employed by the Company under this Agreement is referred to herein as the "Employment Term."

(b) Board Membership. Executive has served as a member of the Board since the Effective Date. At each annual meeting of the Company's stockholders during the Employment Term, the Company will nominate Executive to serve as a member of the Board. Executive's service as a member of the Board will be subject to any required stockholder approval. Upon the termination of Executive's employment for any reason and unless otherwise requested by the Board, Executive will be deemed to have resigned from the Board (and all other positions held at the Company and its affiliates) voluntarily and without further action from the Board, effective as of the end of Executive's employment as President and Chief Executive Officer, and Executive, at the Board's request, will execute documents necessary to reflect his resignation.

(c) Obligations. During the Employment Term, Executive will devote his full business time and efforts to the Company and he will use good faith efforts to discharge Executive's obligations under this Agreement to the best of Executive's ability and in accordance with each of the Company's ethics guidelines, conflict of interest policies and Code of Business Conduct. For the duration of the Employment Term, Executive agrees not to actively engage in any other employment, occupation, or consulting activity for any direct or indirect remuneration without the prior approval of the Board (which approval will not be unreasonably withheld); provided, however, that Executive may, without the approval of the Board, serve in any capacity with any civic, educational, or charitable organization, provided such services do not interfere with Executive's obligations to Company. Executive may also serve, without the prior approval of the Board, as a member of the board of directors of two publicly traded companies (other than the Company) and such service will not constitute a violation of this Section 1(c). In each instance of Executive joining or resigning from the board of directors of another public company, Executive will provide advance notice to the Company.

2. At-Will Employment. Executive and the Company agree that Executive's employment with the Company constitutes "at-will" employment. Executive and the Company acknowledge that this employment relationship may be terminated at any time, upon thirty (30) days written notice to the other party, with or without good cause or for any or no cause, at the option either of the Company or Executive. However, as described in this Agreement, Executive may be entitled to severance and other benefits depending upon the circumstances of Executive's termination of employment.

3. Compensation.

(a) Base Salary. Effective as of April 1, 2012, the Company will pay Executive an annual salary of \$990,000 as compensation for his services (such annual salary, as is then effective, to be referred to herein as "Base Salary"). The Base Salary will be paid periodically in accordance with the Company's normal payroll practices and be subject to the usual, required withholdings.

(b) Annual Incentive. Executive will be eligible to receive annual cash incentive compensation payable for the achievement of performance goals established by the Board or by the Compensation Committee of the Board (the "Committee") under the Company's Executive Incentive Plan ("EIP"). During the Employment Term, Executive's target annual incentive ("Target Annual Incentive") under the EIP will be not less than 125% of Base Salary and shall otherwise be subject to the terms of the EIP. The actual earned annual cash incentive, if any, payable to Executive for any performance period will depend upon the extent to which the applicable performance goals specified by the Committee are achieved or exceeded as set forth in the EIP.

(c) Equity Compensation. For each fiscal year during the Employment Term, Executive shall be eligible to receive long term incentive equity awards generally made available to executive officers of the Company. The Executive's equity awards shall be determined by the Committee on the same basis as, and shall have terms and conditions no less favorable than those that apply to, other executive officers of the Company, except that the size of the awards made to Executive shall reflect Executive's position with the Company and the Committee's annual evaluation of competitive compensation practices and Executive's performance. Performance metrics used in Executive's annual long term incentive award will be determined annually by the Compensation Committee and communicated to Executive no later than two months into the annual performance period. Executive's long term Incentive awards will be made at the same time as such awards are made to other executive officers of the Company.

4. Employee Benefits. During the Employment Term, Executive will be eligible to participate in accordance with the terms of all Company employee health and dental insurance and other benefit plans, policies, and arrangements that are applicable to other senior executives of the Company, as such plans, policies, and arrangements may exist from time to time. Executive will be entitled to vacation in accordance with the Company's vacation policy as amended from time to time.

5. Expenses. During the Employment Term, the Company will reimburse Executive for reasonable travel, entertainment, and other expenses incurred by Executive in the furtherance

of the performance of Executive's duties hereunder, in accordance with the Company's expense reimbursement policy as in effect from time to time. The reimbursement of any such eligible expense shall be made on or before the last day of the calendar year following the calendar year in which the expense was incurred.

6. Termination of Employment. In the event Executive's employment with the Company terminates for any reason, Executive will be entitled to any (a) unpaid Base Salary accrued up to the effective date of termination; (b) unpaid, but earned and accrued annual incentive compensation for any completed fiscal year as of his termination of employment; (c) pay for accrued but unused vacation; (d) benefits or compensation as provided under the terms of any employee benefit and compensation agreements or plans applicable to Executive; (e) unreimbursed business expenses required to be reimbursed to Executive, and (f) rights to indemnification Executive may have under the Company's Certificate of Incorporation, Bylaws, or separate indemnification agreement, as applicable ("Indemnification Rights"). In addition, if the termination is by the Company without Cause or Executive resigns for Good Reason, Executive will be entitled to the amounts and benefits specified in Section 7.

7. Severance.

(a) Termination Without Cause or Resignation for Good Reason other than in Connection with a Change of Control. If Executive's employment is terminated by the Company without Cause or if Executive resigns for Good Reason, and such termination is not in Connection with a Change of Control, then, provided that the termination of Executive's employment constitutes a "separation from service" within the meaning of Treasury Regulation Section 1.409A-1(h) (a "Separation from Service"), subject to Section 8, Executive will receive: (i) payment of an amount equal to two hundred percent (200%) of Executive's Base Salary (less applicable tax withholdings), such amount to be paid out in substantially equal installments over twelve (12) months in accordance with the Company's normal payroll policies; (ii) payout of his pro-rata bonus for the fiscal year of the Company in which termination occurs provided the Company bonus targets are satisfied, such amount to be paid in one lump sum on or before March 15th of the fiscal year next following the year of Executive's Separation from Service; (iii) twenty-four (24) months accelerated vesting with respect to Executive's then outstanding, unvested equity awards (other than any awards that vest in whole or in part based on performance), (iv) a period of not less than twelve (12) months to exercise any vested stock options that were granted to Executive by the Company on or after February 2, 2009 (provided that such options shall expire, if earlier, on the date when they would have expired if Executive's employment had not terminated) and (v) if Executive validly elects to continue coverage under the Consolidated Omnibus Budget Reconciliation Act ("COBRA"), reimbursement for premiums paid for continued health benefits for Executive (and any eligible dependents) under the Company's health plans, payable when such premiums are due until the earlier of (A) twelve (12) months or (B) the date upon which Executive and Executive's eligible dependents become covered under similar plans. Subject to Section 9, the accelerated vesting and exercisability described in subsections (iii) and (iv) above shall be effective immediately as of the date on which Executive's separation agreement and release of claims described in Section 8(a) may be revoked has expired, and any payment described in (i) above shall be made, and commence in the case of (v), on the sixtieth (60th) day after Executive's Separation from Service.

(b) Termination Without Cause or Resignation for Good Reason in Connection with a Change of Control. If Executive's employment is terminated by the Company without Cause or by Executive for Good Reason, and the termination is in Connection with a Change of Control, then, provided that the termination of Executive's employment constitutes a Separation from Service, subject to Section 8, Executive will receive: (i) a lump sum payment in an amount equal to 200% of the sum of Executive's annual Base Salary and Executive's Average Annual Bonus (less applicable tax withholdings); (ii) payout of his pro-rata bonus for the fiscal year of the Company in which termination occurs provided the Company bonus targets are satisfied, such amount to be paid in one lump sum on or before March 15th of the succeeding fiscal year; (iii) in addition to Executive's rights under any Company equity compensation plans pursuant to which Executive has been granted equity awards, including without limitation the Autodesk, Inc. 2006 Employee Stock Plan, the Autodesk, Inc. 2008 Employee Stock Plan, or the Autodesk, Inc. Equity Incentive Deferral Plan, each of Executive's then outstanding unvested equity awards, including awards that would otherwise vest only upon satisfaction of performance criteria, shall fully accelerate and become vested and exercisable with respect to one hundred percent (100%) of the shares subject thereto; (iv) a period of not less than twelve (12) months to exercise any vested stock options that were granted to Executive by the Company on or after February 2, 2009 (provided that such options shall expire, if earlier, on the date when they would have expired if Executive's employment had not terminated); and (v) if Executive validly elects to continue coverage under COBRA, reimbursement for premiums paid for continued health benefits for the Executive (and any eligible dependents) under the Company's health plans, payable when such premiums are due until the earlier of (A) eighteen (18) months or (B) the date upon which Executive and Executive's eligible dependents become covered under similar plans. Subject to Section 9, the accelerated vesting and exercisability described in subsections (iii) and (iv) above shall be effective immediately as of the date on which Executive's separation agreement and release of claims described in Section 8(a) may be revoked has expired, and any severance payment described in (i) above shall be made, and commence in the case of (v), on the later of the sixtieth (60th) day after Executive's Separation from Service or the consummation of the Change of Control.

(c) Voluntary Termination Without Good Reason or Termination for Cause. Except as provided in Section 7(e) below, if Executive's employment is terminated voluntarily, including due to death or Disability, without Good Reason, is terminated for Cause by the Company or, if prior to Executive's death, the Company provides him notice of termination for Cause or Executive provides the Company of notice of termination without Good Reason, then, except as provided in Section 6, (i) all further vesting of Executive's outstanding equity awards will terminate immediately; (ii) all payments of compensation by the Company to Executive hereunder will terminate immediately, and (iii) Executive will be eligible for severance benefits only in accordance with the Company's then established plans.

(d) Termination due to Death or Disability. Except as set forth in Section 8(a), if Executive's employment terminates by reason of death or Disability, then Executive will be entitled to receive benefits only in accordance with the Company's then applicable plans, policies, and arrangements.

(e) Voluntary Termination Related to Transition. Notwithstanding any other provision herein to the contrary, in connection with a Company senior executive transition or

succession plan the Board may request that Executive resign as President and Chief Executive Officer but continue his service to the Company in another capacity, including without limitation as Executive Chairman of the Board or as an advisor to a successor senior executive, pursuant to such terms and for such period as determined by the Board in consultation with and agreed to by the Executive (the "Transition Period"). If Executive accepts such request, then upon the conclusion of such Transition Period or such earlier date as mutually agreed by the Board and Executive, Executive may voluntarily terminate his employment for any reason and upon such termination of employment shall be entitled to the severance and other benefits described in Section 7(a) above, without regard to whether such voluntary termination of employment is with or without Good Reason.

(f) **Sole Right to Severance.** This Agreement is intended to represent Executive's sole entitlement to severance payments and benefits in connection with the termination of his employment. Executive acknowledges and agrees that he is not entitled to participate in the Company's Executive Change in Control Program as amended and restated as of February 1, 2011 (the "Program"). To the extent Executive receives severance or similar payments and/or benefits under any other Company plan, program, agreement, policy, practice, or the like, severance payments and benefits due to Executive under this Agreement will be correspondingly reduced (or vice-versa).

(g) In the event that the benefits provided for in this Agreement otherwise constitute "parachute payments" within the meaning of Section 280G of the Internal Revenue Code of 1986, as amended (the "Code") and would, but for this subsection (f) be subject to the excise tax imposed by Section 4999 of the Code (the "Excise Tax"), then the Executive's benefits under Section 7 shall be either:

(i) delivered in full, or

(ii) delivered as to such lesser extent as would result in no portion of such benefits being subject to the Excise Tax, whichever of the foregoing amounts, taking into account the applicable federal, state and local income taxes and the Excise Tax, results in the receipt by Executive on an after-tax basis, of the greatest amount of benefits, notwithstanding that all or some portion of such benefits may be taxable under Section 4999 of the Code. Unless the Company otherwise agrees in writing, all determinations required to be made under this Article, including the manner and amount of any reduction in the Executive's benefits under Section 7, and the assumptions to be utilized in arriving at such determinations, shall be made in writing in good faith by the accounting firm serving as the Company's independent public accountants immediately prior to the event giving rise to such Payment (the "Accountants"). If Executive's benefits are delivered to a lesser extent in accordance with this clause (ii), then Executive's aggregate benefits shall be reduced in the following order (i) cash severance pay that is exempt from Section 409A of the Code, (ii) any other cash severance pay, (iv) reimbursement payments under Section 6(e), above, (iii) any restricted stock units, (iv) any equity awards other than restricted stock units and stock options, and (v) stock options. For purposes of making the calculations required by this subsection (f), the Accountants may make reasonable assumptions and approximations concerning the application of Sections 280G and 4999 of the Code. The Company and Executive shall furnish to the Accountants such information and documents as the Accountants may reasonably request to make a determination under this subsection (f). The

Company shall bear all costs the Accountants may reasonably incur in connection with any calculations contemplated by this subsection (f).

8. Conditions to Receipt of Severance; No Duty to Mitigate.

(a) Separation Agreement and Release of Claims. The receipt of any severance or other benefits pursuant to Section 7 will be subject to Executive signing, not revoking and returning to the Company within fifty (50) days of his Separation from Service a separation agreement and release of claims in the form attached hereto as Exhibit A. No severance or other benefits hereunder will be paid or provided until the separation agreement and release agreement becomes effective. Executive shall not be required to release the rights under Section 11 of this Agreement or the policies referred to in Section 11. Notwithstanding the foregoing, if Executive shall die following a termination described in Sections 7(a) or (b), Executive shall not be required to execute a separation agreement and release of claims in order for Executive's successors to receive the severance benefits described in Sections 7(a) or (b).

(b) Non-solicitation and Non-competition. The receipt of any severance or other benefits pursuant to Section 7(a) will be subject to Executive agreeing that during the Employment Term and Continuance Period, Executive will not (i) solicit any employee of the Company (other than Executive's personal assistant) for employment other than at the Company, or (ii) directly or indirectly engage in, have any ownership interest in or participate in any entity that as of the date of termination, competes with the Company in any substantial business of the Company or any business reasonably expected to become a substantial business of the Company. Executive's passive ownership of not more than 1% of any publicly traded company and/or 5% ownership of any privately held company will not constitute a breach of this Section 8(b).

(c) Nondisparagement. During the Continuance Period, neither Executive nor the Company will knowingly and materially disparage, criticize, or otherwise make any derogatory statements regarding the Executive or the Company, respectively, and the Company, in its official statements, will not and will instruct the members of the Board and executive officers not to, knowingly and materially disparage, criticize, or otherwise make derogatory statements regarding Executive. Notwithstanding the foregoing, nothing contained in this agreement will be deemed to restrict Executive, the Company or any of the Company's current or former officers and/or directors from providing information to any governmental or regulatory agency (or in any way limit the content of any such information) to the extent they are requested or required to provide such information pursuant to applicable law or regulation.

(d) Other Requirements. Executive's receipt of continued severance payments will be subject to Executive continuing to comply with the terms of the Confidential Information Agreement and the provisions of this Section 8.

(e) No Duty to Mitigate. Executive will not be required to mitigate the amount of any payment contemplated by this Agreement, nor will any earnings that Executive may receive from any other source reduce any such payment.

9. Section 409A

Notwithstanding any of the foregoing, if the Executive is deemed by the Company at the time of his Separation from Service by the Company to be a “specified employee” for purposes of Section 409A(a)(2)(B)(i) of the Code, to the extent delayed commencement of any portion of the benefits to which he is entitled under this Agreement is required in order to avoid a prohibited distribution under Section 409A(a)(2)(B)(i) of the Code, such portion of his benefits shall not be provided to him prior to the earlier of (a) the expiration of the six-month period measured from the date of his Separation from Service with the Company or (b) the date of his death. Upon the expiration of the applicable Code Section 409A(a)(2)(B)(i) period, all deferred payments shall be paid to Executive in a lump sum, and any remaining payments due under the Agreement shall be paid as otherwise provided herein. Notwithstanding the foregoing or any other provisions of this Agreement, the Company and Executive agree that, for purposes of the limitations on nonqualified deferred compensation under Code Section 409A, each payment of compensation under this Agreement shall be treated as a separate payment of compensation for purposes of applying the Section 409A deferral election rules and the exclusion from Code Section 409A for certain short-term deferral amounts.

10. Definitions.

(a) Average Annual Bonus. For purposes of this Agreement, “Average Annual Bonus” shall mean the cash value of the average bonus amount awarded (determined without regard to any deferral election or form of payment of such bonus) to Executive under the Company’s incentive bonus and variable compensation programs as in effect on the Effective Date (or any predecessor or successor programs) for the three most recent consecutive and complete fiscal years of the Company prior to the fiscal year in which the Change of Control occurs.

(b) Cause. For purposes of this Agreement, “Cause” means: (i) Executive’s engagement in acts of embezzlement, dishonesty or moral turpitude that has a material adverse effect on the Company; (ii) the conviction of Executive for having committed a felony; (iii) a breach by Executive of Executive’s fiduciary duties and responsibilities to the Company that result in a material adverse effect on the Company’s business, operations, prospects or reputation; or (iv) gross negligence or bad faith that has a material adverse effect on the Company as reasonably determined by the Board; provided that if any of the foregoing events is capable of being cured, the Company will provide written notice of Executive describing the nature of such event and Executive will thereafter have 30 days to cure such event. The foregoing shall not be deemed an exclusive list of the acts or omissions that the Company may consider as grounds for the termination of Executive’s employment, but it is an exclusive list of the acts or omissions that shall be considered “Cause” for the termination of Executive’s employment by the Company.

(c) Change of Control. For purposes of this Agreement, “Change of Control” means (i) any “person” (as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934) becomes the “beneficial owner” (as defined in Rule 13d-3 of the Securities Exchange Act of 1934), directly or indirectly, of securities of the Company representing fifty percent (50%) or more of the total voting power represented by the Company’s then outstanding voting securities; or (ii) the consummation of the sale or disposition by the Company of all or substantially all of the Company’s assets; or (iii) the consummation of a merger or consolidation of the Company with any other corporation, other than a merger or consolidation which would

result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or its parent) fifty percent (50%) or more of the total voting power represented by the voting securities of the Company or such surviving entity or its parent outstanding immediately after such merger or consolidation; or (iv) a change in the composition of the Board, as a result of which less than a majority of the Directors are Incumbent Directors. "Incumbent Directors" shall mean Directors who either (A) are Directors of the Company as of the date hereof, or (B) are elected, or nominated for election, to the Board with the affirmative votes of at least a majority of those Directors whose election or nomination was not in connection with any transaction described in subsections (i), (ii) or (iii) or in connection with an actual or threatened proxy contest relating to the election of directors of the Company; provided that such Change of Control constitutes a change in ownership or effective control of the Company within the meaning of Code Section 409A and the Treasury Regulations promulgated thereunder.

(d) Disability. For purposes of this Agreement, Disability shall have the same defined meaning as in the Company's long-term disability plan.

(e) Good Reason. For purposes of this Agreement, "Good Reason" means without the Executive's written consent, (i) a material reduction in the Executive's authority or responsibilities (including reporting responsibilities) which shall include, after a Change of Control, the failure to appoint Executive as the Chief Executive Officer of a corporation whose equity securities are regularly traded on a recognized public market; (ii) a material reduction in the Executive's annual Base Salary or Target Annual Incentive, other than a reduction made prior to a Change of Control that in the aggregate does not exceed 10% that also is applied to substantially all of the Company's other senior executives; or (iii) the relocation of the Executive's principal place of performing his duties as an employee of the Company by more than thirty (30) miles. Notwithstanding the foregoing, an event described in this Section shall not constitute Good Reason unless it is communicated by the Executive to the Company in writing within ninety (90) days of the initial existence of such event and is not corrected by the Company in a manner which is reasonably satisfactory to such Executive (including full retroactive correction with respect to any reduction in annual Base Salary or Target Annual Incentive except as permitted in clause (ii)) within thirty (30) days of the Company's receipt of such written notice. In any event, Executive's Separation from Service must occur during the two (2) year period following the initial existence of any of the events described in this Section in order to constitute a Separation from Service for Good Reason. Neither the failure of the Company's stockholders to elect or reelect Executive to the Board nor the expiration of the Employment Term will constitute Good Reason for purposes of this Agreement.

(f) Continuance Period. For purposes of this Agreement, "Continuance Period" will mean the period of time beginning on the date of the termination of Executive's employment and ending on the date on which Executive is no longer receiving Base Salary payments under Section 7.

(g) In Connection with a Change of Control. For purposes of this Agreement, a termination of Executive's employment with the Company is "in Connection with a Change of Control" if Executive's employment is terminated (i) within two (2) months preceding a Change of Control or (ii) within twelve (12) months following a Change of Control.

11. Indemnification and Insurance. Executive will be covered under the Company's insurance policies and, subject to applicable law, will be provided indemnification to the maximum extent permitted by the Company's bylaws, Certificate of Incorporation, and standard form of Indemnification Agreement, with such insurance coverage and indemnification to be in accordance with the Company's standard practices for senior executive officers but on terms no less favorable than provided to any other Company senior executive officer or director.

12. Confidential Information. Executive has previously executed the Company's standard form of employee confidential information agreement (the "Confidential Information Agreement"). During the Employment Term, Executive further agrees to execute any updated versions of the Confidential Information Agreement (any such updated version also referred to as the "Confidential Information Agreement") as may be required of substantially all of the Company's executive officers.

13. Assignment. This Agreement will be binding upon and inure to the benefit of (a) the heirs, executors, and legal representatives of Executive upon Executive's death and (b) any successor of the Company. Except for purposes of Section 8(b), any such successor of the Company will be deemed substituted for the Company under the terms of this Agreement for all purposes. For this purpose, "successor" means any person, firm, corporation, or other business entity which at any time, whether by purchase, merger, or otherwise, directly or indirectly acquires all or substantially all of the assets or business of the Company. None of the rights of Executive to receive any form of compensation payable pursuant to this Agreement may be assigned or transferred except by will or the laws of descent and distribution. Any other attempted assignment, transfer, conveyance, or other disposition of Executive's right to compensation or other benefits will be null and void.

14. Notices. All notices, requests, demands, and other communications called for hereunder will be in writing and will be deemed given (a) on the date of delivery if delivered personally, (b) one day after being sent by a well established commercial overnight service, or (c) four days after being mailed by registered or certified mail, return receipt requested, prepaid and addressed to the parties or their successors at the following addresses, or at such other addresses as the parties may later designate in writing:

If to the Company:

Attn: Chairman of the Compensation Committee
of the Board of Directors Autodesk, Inc.
111 McInnis Parkway
San Rafael, CA 94903

If to Executive:

at the last residential address known by the Company as provided by
Executive in writing.

15. Severability. If any provision hereof becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Agreement will continue in full force and effect without said provision.

16. Arbitration.

(a) General. In consideration of Executive's service to the Company, its promise to arbitrate all employment related disputes, and Executive's receipt of the compensation and other benefits paid to Executive by the Company, at present and in the future, Executive agrees that any and all controversies, claims, or disputes with anyone (including the Company and any employee, officer, director, shareholder, or benefit plan of the Company in their capacity as such or otherwise) arising out of, relating to, or resulting from Executive's service to the Company under this Agreement or otherwise or the termination of Executive's service with the Company, including any breach of this Agreement, will be subject to binding arbitration under the Arbitration Rules set forth in California Code of Civil Procedure Section 1280 through 1294.2, including Section 1283.05 (the "Rules") and pursuant to California law. Disputes which Executive agrees to arbitrate, and thereby agrees to waive any right to a trial by jury, include any statutory claims under state or federal law, including, but not limited to, claims under Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, the Age Discrimination in Employment Act of 1967, the Older Workers Benefit Protection Act, the California Fair Employment and Housing Act, the California Labor Code, claims of harassment, discrimination, or wrongful termination, and any statutory claims. Executive further understands that this Agreement to arbitrate also applies to any disputes that the Company may have with Executive.

(b) Procedure. Executive agrees that any arbitration will be administered by the American Arbitration Association ("AAA") and that a neutral arbitrator will be selected in a manner consistent with its National Rules for the Resolution of Employment Disputes. The arbitration proceedings will be held in Marin County, California and will allow for discovery according to the rules set forth in the National Rules for the Resolution of Employment Disputes or California Code of Civil Procedure. Executive agrees that the arbitrator will have the power to decide any motions brought by any party to the arbitration, including motions for summary judgment and/or adjudication and motions to dismiss and demurrers, prior to any arbitration hearing. Executive agrees that the arbitrator will issue a written decision on the merits. Executive understands the Company will pay for any administrative or hearing fees charged by the arbitrator or AAA except that Executive will pay the first \$200.00 of any filing fees associated with any arbitration Executive initiates. Executive agrees that the arbitrator will administer and conduct any arbitration in a manner consistent with the Rules and that to the extent that the AAA's National Rules for the Resolution of Employment Disputes conflict with the Rules, the Rules will take precedence.

(c) Remedy. Except as provided by the Rules, arbitration will be the sole, exclusive, and final remedy for any dispute between Executive and the Company. Accordingly, except as provided for by the Rules, neither Executive nor the Company will be permitted to pursue court action regarding claims that are subject to arbitration. Notwithstanding, the arbitrator will not have the authority to disregard or refuse to enforce any lawful Company policy, and the arbitrator will not order or require the Company to adopt a policy not otherwise required by law which the Company has not adopted.

(d) Availability of Injunctive Relief. In addition to the right under the Rules to petition the court for provisional relief, Executive agrees that any party also may petition the

court for injunctive relief where either party alleges or claims a violation of this Agreement or the Confidentiality Agreement or any other agreement regarding trade secrets, confidential information, Nonsolicitation or Labor Code §2870.

(e) Administrative Relief. Executive understands that this Agreement does not prohibit Executive from pursuing an administrative claim with a local, state, or federal administrative body such as the Department of Fair Employment and Housing, the Equal Employment Opportunity Commission, or the workers' compensation board. This Agreement does, however, preclude Executive from pursuing court action regarding any such claim.

(f) Voluntary Nature of Agreement. Executive acknowledges and agrees that Executive is executing this Agreement voluntarily and without any duress or undue influence by the Company or anyone else. Executive further acknowledges and agrees that Executive has carefully read this Agreement and that Executive has asked any questions needed for Executive to understand the terms, consequences, and binding effect of this Agreement, including that Executive is waiving Executive's right to a jury trial. Finally, Executive agrees that Executive has been provided an opportunity to seek the advice of an attorney of Executive's choice before signing this Agreement.

17. Legal and Tax Expenses. The Company will directly pay Executive's counsel up to \$7,500 for reasonable legal and tax advice expenses incurred in connection with amendment and restatement of this Agreement as of April 3, 2011. Such payment shall be made in full within 30 days after the Company's receipt of any applicable invoices (and in any event by not later than December 31, 2012).

18. Integration. This Agreement represents the entire agreement and understanding between the parties as to the subject matter herein and supersedes all prior or contemporaneous agreements whether written or oral, other than the Autodesk, Inc. 2005 Non-Qualified Deferred Compensation Plan. No waiver, alteration, or modification of any of the provisions of this Agreement will be binding unless in a writing that specifically references this Section and is signed by duly authorized representatives of the parties hereto.

19. Waiver of Breach. The waiver of a breach of any term or provision of this Agreement, which must be in writing, will not operate as or be construed to be a waiver of any other previous or subsequent breach of this Agreement.

20. Survival. The Confidential Information Agreement, the Company's and Executive's responsibilities under Sections 6, 7, 10, 13, 15 and 16 will survive the termination of this Agreement.

21. Headings. All captions and section headings used in this Agreement are for convenient reference only and do not form a part of this Agreement.

22. Tax Withholding. All payments made pursuant to this Agreement will be subject to withholding of applicable taxes.

23. Governing Law. This Agreement will be governed by the laws of the State of California (with the exception of its conflict of laws provisions).

24. Acknowledgment. Executive acknowledges that she has had the opportunity to discuss this matter with and obtain advice from his private attorney, has had sufficient time to, and has carefully read and fully understands all the provisions of this Agreement, and is knowingly and voluntarily entering into this Agreement.

25. Counterparts. This Agreement may be executed in counterparts, and each counterpart will have the same force and effect as an original and will constitute an effective, binding agreement on the part of each of the undersigned.

IN WITNESS WHEREOF, each of the parties has executed this Agreement, in the case of the Company by a duly authorized officer, as of the day and year first above written.

COMPANY

By: /s/ Steve West
Name:
Title:

EXECUTIVE

By: /s/ Carl Bass
Name: Carl Bass

SIGNATURE PAGE TO CARL BASS EMPLOYMENT AGREEMENT

EXHIBIT A

RELEASE OF CLAIMS AGREEMENT

This Release of Claims Agreement (the "Release Agreement") is made by and between Autodesk, Inc. (the "Company") and Carl Bass ("Executive").

WHEREAS, Executive was employed by the Company; and

WHEREAS, Executive and the Company have entered into a Second Amended and Restated Employment Agreement as of April 3, 2011 (the "Employment Agreement");

NOW THEREFORE, in consideration of the mutual promises made herein, the Company and Executive (collectively referred to as "the Parties") hereby agree as follows:

1. Termination. Executive's employment with the Company terminated on _____, 20____ (the "Termination Date").

2. Consideration. The Company agreed pursuant to Sections 6 and 7 of the Employment Agreement to provide Executive with certain benefits in the event Executive's employment is terminated in specified circumstances, provided Executive executes this Release Agreement.

3. Payment of Salary. Executive acknowledges and represents that the Company has paid all salary, wages, bonuses, accrued vacation, commissions and any and all other benefits due to Executive as of the Termination Date, other than benefits that remain outstanding pursuant to the Employment Agreement or the Company's employee benefit plans.

4. Release of Claims. Executive agrees that the foregoing consideration represents settlement in full of all outstanding obligations owed to Executive by the Company, other than obligations that remain outstanding pursuant to the Employment Agreement or the Company's employee benefit plans. Executive, on behalf of Executive and his heirs, family members, executors, successors and assigns, hereby fully and forever releases the Company and its past, present and future officers, agents, directors, executives, employees, representatives, investors, shareholders, administrators, affiliates, divisions, subsidiaries, parents, predecessor and successor corporations and assigns, from, and agrees not to sue or otherwise institute or cause to be instituted any legal or administrative proceedings concerning, any claim, duty, obligation or cause of action relating to any matters of any kind, whether presently known or unknown, suspected or unsuspected, that Executive may possess arising from any omissions, acts or facts that have occurred up until and including the Effective Date (as defined below), other than his rights under Section 11 of the Employment Agreement, including, without limitation:

(a) Any and all claims relating to or arising from Executive's employment relationship with the Company and the termination of that relationship or any transactions between the Company, as an employer and Executive as employee;

(b) Any and all claims relating to, or arising from, Executive's right to purchase, or actual purchase of, shares of stock of the Company, including, without limitation, any claims for

fraud, misrepresentation, breach of fiduciary duty, breach of duty under applicable state corporate law and securities fraud under any state or federal law;

(c) Any and all claims for wrongful discharge of employment; termination in violation of public policy; harassment; discrimination; retaliation; breach of contract, both express and implied; breach of a covenant of good faith and fair dealing, both express and implied; promissory estoppels; negligent or intentional infliction of emotional distress; negligent or intentional misrepresentation; negligent or intentional interference with contract or prospective economic advantage; unfair business practices; defamation; libel; slander; negligence; personal injury; assault; battery; invasion of privacy; false imprisonment; and conversion;

(d) Any and all claims for violation of any federal, state or municipal statute, including, but not limited to, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the Fair Labor Standards Act, the Employee Retirement Income Security Act of 1974, the Worker Adjustment and Retraining Notification Act, the Sarbanes Oxley Act of 2002, the Occupational Safety and Health Administration Act of 1970, the Older Workers Benefit Protection Act of 1990, the Family and Medical Leave Act of 1993, the California Fair Employment and Housing Act, and California Labor Code Sections 201 et seq. and 970 et seq. and all amendments to each such Act as well as the regulations issued hereunder;

(e) Any and all claims for violation of the federal or any state constitution;

(f) Any and all claims arising out of any other laws and regulations relating to employment or employment discrimination; and

(g) Any and all claims for attorneys' fees and costs. Executive agrees that the release set forth in this Section 4 shall be and remain in effect in all respects as a complete general release as to the matters released. The Parties agree that the release set forth in this Section 4 shall not apply to (i) rights that Executive may have under the Employment Agreement or (ii) rights to indemnification Executive may have under the Company's Certificate of Incorporation, Bylaws, or separate indemnification agreement, as applicable.

5. Acknowledgment of Waiver of Claims under ADEA. Executive acknowledges that Executive is waiving and releasing any rights Executive may have under the Age Discrimination in Employment Act of 1967 ("ADEA") and that this waiver and release is knowing and voluntary. Executive and the Company agree that this waiver and release do not apply to any rights or claims that may arise under the ADEA after the Effective Date. Executive acknowledges that the consideration given for this Release Agreement is in addition to anything of value to which Executive was already entitled. Executive further acknowledges that Executive has been advised by this writing that (a) Executive should consult with an attorney prior to executing this Release Agreement; (b) Executive has at least twenty-one (21) days within which to consider this Release Agreement; (c) Executive has seven (7) days following the execution of this Release Agreement by the parties to revoke the Release Agreement; and (d) this Release Agreement shall not be effective until the revocation period has expired. Any revocation should be in writing and delivered to the General Counsel at Autodesk, Inc., 111

McInnis Parkway, San Rafael, California 94903, by close of business on the seventh day from the date that Executive signs this Release Agreement.

6. Civil Code Section 1542. Executive represents that Executive is not aware of any claims against the Company other than the claims that are released by this Release Agreement. Executive acknowledges that Executive has been advised by legal counsel and is familiar with the provisions of California Civil Code Section 1542, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Executive, being aware of said code section, agrees to expressly waive any rights Executive may have thereunder, as well as under any other statute or common law principles of similar effect.

7. No Pending or Future Lawsuits. Executive represents that Executive has no lawsuits, claims or actions pending in Executive's name, or on behalf of any other person or entity, against the Company or any other person or entity referred to herein. Executive also represents that Executive does not intend to bring any claims on Executive's own behalf or on behalf of any other person or entity against the Company or any other person or entity referred to herein with regard to matters released hereunder.

8. Confidentiality.

(a) Executive acknowledges that Executive has been exposed to and promises to maintain the confidentiality of all confidential and proprietary information of the Company, including without limitation, information relating to: any and all research and development plans and activities; products; product plans; source code; customer lists; business plans; marketing plans and strategies; pricing and pricing strategies; Company's employees and employee compensation; and the business or confidential information of the Company's customers.

(b) Executive agrees to comply with the terms set forth in the Employee Agreements on Intellectual Property and Product Source Code and executed by Executive on or about Executive's hire date and any updated confidentiality agreement Executive may have signed while an employee (altogether "Confidential Information Agreements"). Executive agrees that any program, document, drawing, or other work Executive worked on at Company's direction or on Company time, or using Company's equipment, or using any information proprietary to Company shall remain the property of the Company.

(c) Executive hereby confirms that Executive has returned or will return all Company property in Executive's possession, and that Executive will return all confidential or proprietary information. In the event Executive violates any of these obligations, the Company shall cease making the payments and providing the benefits to Executive as provided in Section 8 of the Employment Agreement.

9. Costs. The Parties shall each bear their own costs, expert fees, attorneys' fees and other fees incurred in connection with this Release Agreement.

10. Authority. Executive represents and warrants that Executive has the capacity to act on Executive's own behalf and on behalf of all who might claim through him to bind them to the terms and conditions of this Release Agreement.

11. No Representations. Executive represents that Executive has had the opportunity to consult with an attorney and has carefully read and understands the scope and effect of the provisions of this Release Agreement. Neither party has relied upon any representations or statements made by the other party hereto which are not specifically set forth in this Release Agreement.

12. Severability. In the event that any provision hereof becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Release Agreement shall continue in full force and effect without said provision.

13. Entire Agreement. This Release Agreement and the Employment Agreement represent the entire agreement and understanding between the Company and Executive concerning Executive's separation from the Company and supersede and replace any and all prior agreements and understandings concerning Executive's relationship with the Company and his compensation from the Company. This Release Agreement may only be amended in writing signed by Executive and an executive officer of the Company.

14. Governing Law. This Release Agreement shall be governed by the internal substantive laws, but not the choice-of-law rules, of the State of California.

15. Effective Date. This Release Agreement is effective eight (8) days after it has been signed by both Parties (the "Effective Date").

16. Counterparts. This Release Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as an original and shall constitute an effective, binding agreement on the part of each of the undersigned.

17. Voluntary Execution of Agreement. This Release Agreement is executed voluntarily and without any duress or undue influence on the part or behalf of the Parties hereto, with the full intent of releasing all claims. The Parties acknowledge that:

(a) They have read this Release Agreement;

(b) They have been represented in the preparation, negotiation and execution of this Release Agreement by legal counsel of their own choice, or they have voluntarily declined to seek such counsel;

(c) They understand the terms and consequences of this Release Agreement and of the releases it contains; and

(d) They are fully aware of the legal and binding effect of this Release Agreement.

IN WITNESS WHEREOF, the Parties have executed this Release Agreement on the respective dates set forth below.

COMPANY _____ Date: _____
By: _____
Name: _____
Title: _____

EXECUTIVE _____ Date: _____
By: _____
Name: Carl Bass

SIGNATURE PAGE TO CARL BASS RELEASE OF CLAIMS AGREEMENT

AUTODESK, INC.

2012 EMPLOYEE STOCK PLAN

STOCK OPTION AGREEMENT

Autodesk, Inc., a Delaware corporation (the "Company"), has granted to the Employee (the "Participant") named on the Notice of Grant of Stock Options (the "Notice of Grant"), which is attached hereto, an option (the "Option") to purchase that number of Shares set forth on the Notice of Grant at the exercise price per Share set forth on the Notice of Grant (the "Exercise Price"), subject to all of the terms, definitions and provisions in this Agreement and the Company's 2012 Employee Stock Plan (the "Plan"), which is incorporated herein by reference. The terms defined in the Plan shall have the same defined meanings in this Agreement.

1. Nature of Option. If designated in the Notice of Grant as an Incentive Stock Option ("ISO"), this Option is intended to qualify as an ISO under Section 422 of the Code. However, if this Option is intended to be an ISO, to the extent that it exceeds the \$100,000 rule of Code Section 422(d) it shall be treated as a Nonstatutory Stock Option ("NSO").

2. Vesting Schedule. Except as provided in Section 3 or Section 6, the Option awarded by this Agreement shall vest in accordance with the vesting provisions set forth in the Notice of Grant. Shares scheduled to vest on a certain date or upon the occurrence of a certain condition shall not vest in Participant in accordance with any of the provisions of this Agreement, unless Participant shall have been an Employee from the Date of Grant until the date such vesting occurs.

3. Administrator Discretion. The Administrator, in its discretion, may accelerate the vesting of the balance, or some lesser portion of the balance, of the unvested Option at any time, subject to the terms of the Plan. If so accelerated, the balance, or some portion of the balance, as applicable, of the Option shall be considered as having vested as of the date specified by the Administrator. Pursuant to Section 6 of this Agreement, notwithstanding the generality of the foregoing, all unvested Options shall vest and become fully exercisable as of the death or Disability of Participant.

4. Exercise of Option. This Option may be exercised only within the term set out in the Notice of Grant, and may be exercised during such term only in accordance with the Plan and the terms of this Agreement.

This Option shall be exercisable in a manner and pursuant to such procedures as the Administrator may determine, which shall state the election to exercise the Option, the number of Shares in respect of which the Option is being exercised (the "Exercised Shares"), and such other representations and agreements as may be required by the Company pursuant to the provisions of the Plan (the "Exercise Notice"). Such Exercise Notice shall be properly completed and delivered in such manner as the Administrator may determine (including electronically). Payment of the Exercise Price may only be made in such manner as described below, and if appropriate, shall accompany the Exercise Notice. This Option shall be deemed to be exercised upon receipt by the Company (or its designated representative) of the Exercise Notice and completion of payment of the Exercise Price.

5. Method of Payment. Payment of the aggregate Exercise Price shall be by any of the following, or a combination thereof, at the election of Participant:

- (a) cash;
- (b) check;

(c) delivery of a properly executed Exercise Notice together with irrevocable instructions to an agent of the Company to sell the Shares and promptly deliver to the Company that portion of the sale proceeds required to pay the Exercise Price (and any applicable withholding taxes).

No Shares shall be issued pursuant to the exercise of this Option unless such issuance and exercise complies with Applicable Laws. Assuming such compliance, for income tax purposes the Exercised Shares shall be considered transferred to Participant on the date the Option is exercised with respect to such Exercised Shares. This Option may not be exercised for a fraction of a Share.

6. Termination Exercise and Vesting Period.

(a) Exercise and Vesting, Generally. Subject to the other provisions of this Section 6, (ii) this Option shall vest in accordance with Section 2 and (ii) if Participant ceases to be an Employee, he or she may, but only within **three (3) months** (or such other period as may be provided in the Notice of Grant (an "Alternative Exercise Period"), which shall supersede the three (3) month period) after the date Participant ceases to be an Employee, exercise this Option to the extent that he or she was entitled to exercise it as of the date of such cessation. To the extent he or she was not entitled to exercise this Option as of the date of such cessation, or if he or she does not exercise the Option within the time specified herein, the Option shall terminate.

(b) Exercise and Vesting upon Disability. Notwithstanding Section 6(a), if Participant ceases to be an Employee by reason of his or her Disability during the term of this Option, all Options shall vest and become fully exercisable as of the date of such cessation and Participant may, but only within **twelve (12) months** from the date of such cessation, exercise his or her Option. If he or she does not exercise such Option within the time specified herein, the Option shall terminate.

(c) Exercise and Vesting upon Death. Notwithstanding Section 6(a), in the event of the death of Participant during the term of this Option and while an Employee, the Option shall vest and become fully exercisable as of the date of death, and may be exercised, at any time within **twelve (12) months** following the date of death, by Participant's estate or by a person who acquired the right to exercise the Option by bequest or inheritance. If such estate or person does not exercise such Option within the time specified herein, the Option shall terminate.

(d) Exercise and Vesting under the Executive Change in Control Program. Notwithstanding Section 6(a), if Participant is subject to the Company's Executive Change in Control Program on his or her Termination Date (defined below), upon any termination without Cause (defined below) or for Good Reason (defined below) following a Change of Control (defined below), the Option shall vest in accordance with the Company's Change in Control Program in effect as of the Termination Date. For purposes of this Section 6(d), "Cause", "Change of Control", "Good Reason" and "Termination Date" shall have the meaning set forth in the version of the Company's Executive Change in Control Program, as in effect on the Termination Date.

(e) Exercise and Vesting upon Termination for Cause or Employment with Competitor. Notwithstanding Section 6(a), if the Option granted to Participant herein is an NSO subject to an Alternative

Exercise Period (as defined in Section 6(a)), the following termination provisions shall also apply to the Option:

(i) In the event that Participant is terminated for Cause (as defined below), then he or she may only exercise this Option within **three (3) months** after the date Participant ceases to be an Employee. To the extent Participant was not entitled to exercise this Option as of the date of such cessation, or if Participant does not exercise the Option within the time specified herein, the Option shall terminate. For purposes of this Section 6, "Cause" shall have the meaning set forth either (i) in Participant's employment agreement with the Company, if any, or (ii) if Participant has no such employment agreement with the Company, in the version of the Company's Executive Change in Control Program, as in effect on the Termination Date (as such term is defined in the Executive Change in Control Program).

(ii) If Participant accepts employment with a Competitor (as defined below) prior to the date Participant terminates employment with the Company, as determined by the Company in its sole discretion, Participant may only exercise this Option within **three (3) months** after the date Participant ceases to be an Employee of the Company. In such case, the Company will notify Participant of the reduction in post-termination exercise period applicable to this Option and if no notice is provided by the Company during the **three (3) month** period following the date Participant ceases to be an Employee, the post-termination exercise period for this Option will be determined based on the provisions of this Section 6 without regard to this paragraph. For purposes of this Section 6, "Competitor" shall mean the list of competitors as set forth in the Form 10-K most recently filed by the Company with the Securities Exchange Commission, determined as of the date of termination of employment.

(f) Notwithstanding any of the foregoing, in no event may this Option be exercised after the Expiration Date and this Option may be subject to earlier termination as provided in the Plan.

7. Tax Obligations.

(a) Withholding Taxes. Notwithstanding any contrary provision of this Agreement, no certificate representing the Shares (in book entry form or otherwise) shall be issued to Participant, unless and until satisfactory arrangements (as determined by the Administrator) shall have been made by Participant with respect to the payment of income, employment and other taxes which the Company determines must be withheld with respect to such Shares. To the extent determined appropriate by the Company in its discretion, it shall have the right (but not the obligation) to satisfy any tax withholding obligations by reducing the number of Shares otherwise deliverable to Participant. If Participant fails to make satisfactory arrangements for the payment of any required tax withholding obligations hereunder at the time of the Option exercise, Participant acknowledges and agrees that the Company may refuse to honor the exercise and refuse to deliver Shares if such withholding amounts are not delivered at the time of exercise.

(b) Notice of Disqualifying Disposition of ISO Shares. If the Option granted to Participant herein is an ISO, and if Participant sells or otherwise disposes of any of the Shares acquired pursuant to the ISO on or before the later of (i) the date two (2) years after the Grant Date, or (ii) the date one (1) year after the date of exercise, Participant shall immediately notify the Company in writing of such disposition. Participant agrees that he or she may be subject to income tax withholding by the Company on the compensation income recognized by Participant.

8. Rights as Stockholder. Neither Participant nor any person claiming under or through Participant shall have any of the rights or privileges of a stockholder of the Company in respect of any Shares deliverable hereunder unless and until certificates representing such Shares (which may be in book entry form) shall have been issued, recorded on the records of the Company or its transfer agents or registrars, and delivered to Participant. After such issuance, recordation and delivery, Participant shall have all the rights of

a stockholder of the Company with respect to voting such Shares and receipt of dividends and distributions on such Shares, subject to Applicable Law.

9. Acknowledgements. In accepting the Option, the Participant acknowledges that:

(a) Any notice period mandated under Applicable Laws shall not be treated as continuous service for the purpose of determining the vesting of the Option; and the Participant's right to receive Shares in settlement of the Option after termination of service, if any, will be measured by the date of termination of the Participant's service and will not be extended by any notice period mandated under Applicable Laws. Subject to the foregoing and the provisions of the Plan, the Company, in its sole discretion, shall determine whether the Participant's service has terminated and the effective date of such termination.

(b) The Plan is established voluntarily by the Company. It is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time, unless otherwise provided in the Plan and this Agreement.

(c) The grant of this Option is a one-time benefit which does not create any contractual or other right to receive future grants of Options, or benefits in lieu of Options. All decisions with respect to future Option grants, if any, will be at the sole discretion of the Company.

(d) The Participant's participation in the Plan shall not create a right to continued service with the Company (or any Subsidiary).

(e) The Participant is voluntarily participating in the Plan.

(f) The Option is an extraordinary item that does not constitute compensation of any kind for service of any kind rendered to the Company (or any Subsidiary), and which is outside the scope of the Participant's employment contract, if any.

(g) The Option is not part of normal or expected compensation or salary for any purpose, including, but not limited to, calculating any severance payments, resignation, termination, redundancy, end-of-service payments, bonuses, long-service awards, pension or retirement benefits or similar payments. This applies to any payment even in those jurisdictions requiring such payments upon termination of employment.

(h) The Option grant will not be interpreted to form an employment contract or relationship with the Company; and furthermore the Option grant will not be interpreted to form an employment contract with any Subsidiary.

(i) The future value of the underlying Shares is unknown and cannot be predicted with certainty. If the Participant obtains Shares upon exercise of the Option, the value of those Shares may increase or decrease.

(j) This Option has been granted to the Participant in the Participant's status as an employee of the Company or its Subsidiaries.

(k) Any claims resulting from this Option shall be enforceable, if at all, against the Company.

(l) THE VESTING OF THE OPTIONS PURSUANT TO THE VESTING SCHEDULE HEREOF IS EARNED ONLY BY CONTINUING AS AN EMPLOYEE AT THE WILL OF THE COMPANY AND NOT THROUGH THE ACT OF BEING HIRED, BEING GRANTED THIS AWARD OF OPTIONS OR, AS APPLICABLE, ACQUIRING SHARES HEREUNDER. PARTICIPANT FURTHER

ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREUNDER AND THE VESTING SCHEDULE SET FORTH HEREIN DO NOT CONSTITUTE AN EXPRESS OR IMPLIED PROMISE OF CONTINUED ENGAGEMENT AS AN EMPLOYEE FOR THE VESTING PERIOD, FOR ANY PERIOD, OR AT ALL, AND SHALL NOT INTERFERE IN ANY WAY WITH PARTICIPANT'S RIGHT OR THE RIGHT OF THE COMPANY TO TERMINATE PARTICIPANT'S RELATIONSHIP AS AN EMPLOYEE AT ANY TIME, WITH OR WITHOUT CAUSE.

10. Address for Notices. Any notice to be given to the Company under the terms of this Agreement shall be addressed to the Company at Autodesk, Inc., c/o Stock Administrator, 111 McInnis Parkway, San Rafael, CA 94903, or at such other address as the Company may hereafter designate in writing.

11. Grant is Not Transferable. Except to the limited extent provided in paragraph 6, this Option and the rights and privileges conferred hereby shall not be transferred, assigned, pledged or hypothecated in any way (whether by operation of law or otherwise) and shall not be subject to sale under execution, attachment or similar process. Upon any attempt to transfer, assign, pledge, hypothecate or otherwise dispose of this Option, or any right or privilege conferred hereby, or upon any attempted sale under any execution, attachment or similar process, this Option and the rights and privileges conferred hereby immediately shall become null and void.

12. Binding Agreement. Subject to the limitation on the transferability of this grant contained herein, this Agreement shall be binding upon and inure to the benefit of the heirs, legatees, legal representatives, successors and assigns of the parties hereto.

13. Additional Conditions to Issuance of Stock. The Company shall not be required to issue any certificate or certificates for Shares (in book entry form or otherwise) hereunder prior to fulfillment of all the following conditions: (a) the admission of such Shares to listing on all stock exchanges on which such class of stock is then listed; (b) the completion of any registration or other qualification of such Shares under any Applicable Law or under the rulings or regulations of the Securities and Exchange Commission or any other governmental regulatory body, which the Administrator shall, in its absolute discretion, deem necessary or advisable; (c) the obtaining of any approval or other clearance from any governmental agency, which the Administrator shall, in its absolute discretion, determine to be necessary or advisable; and (d) the lapse of such reasonable period of time following the date of vesting or exercise of the Options as the Administrator may establish from time to time for reasons of administrative convenience.

If at any time the Company shall determine, in its discretion, that the listing, registration or qualification of the Shares upon any securities exchange or under any state or federal law, or the consent or approval of any governmental regulatory authority is necessary or desirable as a condition to the issuance of Shares to Participant (or his or her estate), such issuance shall not occur unless and until such listing, registration, qualification, consent or approval shall have been effected or obtained free of any conditions not acceptable to the Company. The Company shall make all reasonable efforts to meet the requirements of any such state or federal law or securities exchange and to obtain any such consent or approval of any such governmental authority. Participant's exercise of Options and/or sale of Shares may be subject to any market blackout period that may be imposed by the Company and must comply with the Company's insider trading policies and any other applicable securities laws.

14. Plan Governs. This Agreement is subject to all terms and provisions of the Plan. In the event of a conflict between one or more provisions of this Agreement and one or more provisions of the Plan, the provisions of the Plan shall govern.

15. Administrator Authority. The Administrator shall have the power to interpret the Plan and this Agreement and to adopt such rules for the administration, interpretation and application of the Plan as are consistent therewith and to interpret or revoke any such rules (including, but not limited to, the determination of whether or not any Shares subject to the Option have vested). All actions taken and all interpretations and determinations made by the Administrator in good faith shall be final and binding upon Participant, the Company and all other interested persons. The Administrator shall not be personally liable for any action, determination or interpretation made in good faith with respect to the Plan or this Agreement. The Administrator shall, in its absolute discretion, determine when such conditions have been fulfilled.

16. Electronic Delivery. The Company may, in its sole discretion, decide to deliver any documents related to Options awarded under the Plan or future Options that may be awarded under the Plan by electronic means or request Participant's consent to participate in the Plan by electronic means. Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through any on-line or electronic system established and maintained by the Company or another third party designated by the Company.

17. Captions. Captions provided herein are for convenience only and are not to serve as a basis for interpretation or construction of this Agreement.

18. Agreement Severable. In the event that any provision in this Agreement shall be held invalid or unenforceable, such provision shall be severable from, and such invalidity or unenforceability shall not be construed to have any effect on, the remaining provisions of this Agreement.

19. Modifications to the Agreement. This Agreement, the Plan and the Notice of Grant constitute the entire understanding of the parties on the subjects covered. Participant expressly warrants that he or she is not accepting this Agreement in reliance on any promises, representations, or inducements other than those contained herein. Modifications to this Agreement or the Plan can be made only in an express written contract executed by a duly authorized officer of the Company.

20. Amendment, Suspension or Termination of the Plan. By accepting this Option, Participant expressly warrants that he or she has received an Option under the Plan, and has received, read and understood a description of the Plan. Participant understands that the Plan is discretionary in nature and may be amended, suspended or terminated by the Company at any time.

21. Governing Law. This Agreement shall be governed by the laws of the State of California, without giving effect to the conflict of law principles thereof. For purposes of litigating any dispute that arises under this Option or this Agreement, the parties hereby submit to and consent to the jurisdiction of the State of California, and agree that such litigation will be conducted in the courts of Marin County, California, or the federal courts for the United States for the District of Northern California, and no other courts, where this Option is made and/or to be performed.

AUTODESK, INC.

2012 EMPLOYEE STOCK PLAN

TERMS AND CONDITIONS OF RESTRICTED STOCK UNITS

(Settled in Shares)

1. Grant. The Company hereby grants to the Employee (the "Participant") named in the Notice of Grant of Restricted Stock Units (the "Notice of Grant") under the 2012 Employee Stock Plan (the "Plan") the number of Restricted Stock Units indicated on the Notice of Grant, subject to all of the terms and conditions in this Agreement and the Plan, which is incorporated herein by reference. When shares of the Company's Common Stock ("Shares") are issued to Participant in settlement of the Restricted Stock Units, par value shall be deemed paid by Participant for each Restricted Stock Unit by past services rendered by Participant, and shall be subject to the appropriate tax withholdings. Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to them in the Plan.

2. Company's Obligation to Settle. Unless and until the Restricted Stock Units shall have vested in the manner set forth in paragraphs 3 or 4 of this Agreement or Section 13 of the Plan, Participant shall have no right to settlement of any such Restricted Stock Units. Prior to actual settlement of any vested Restricted Stock Units, such Restricted Stock Units shall represent an unsecured obligation of the Company. Settlement of any vested Restricted Stock Units will be made in whole Shares only.

3. Vesting Schedule. Except as provided in paragraph 4 of this Agreement and Section 13 of the Plan, and subject to paragraph 5 of this Agreement, the Restricted Stock Units awarded by this Agreement shall vest in accordance with the vesting provisions set forth in the Notice of Grant. Restricted Stock Units scheduled to vest on a certain date or upon the occurrence of a certain condition shall vest in accordance with the provisions of this Agreement only if Participant is an Employee from the Date of Grant until the date such vesting occurs.

4. Administrator Discretion. Except to the extent doing so would result in the imposition of additional taxes under Section 409A of the Code, the Administrator, in its discretion, may accelerate the vesting of the balance, or some lesser portion of the balance, of the unvested Restricted Stock Units at any time, subject to the terms of the Plan. If so accelerated, the balance, or such lesser portion of the balance as applicable, of the Restricted Stock Units shall be considered as having vested as of the date specified by the Administrator. Notwithstanding anything in the Plan or this Agreement to the contrary, if the vesting of any portion of the balance of the Restricted Stock Units is accelerated in connection with Participant's "separation from service" within the meaning of Section 409A of the Code (as determined by the Company), other than due to death, and if (x) Participant is a "specified employee" within the meaning of Section 409A of the Code at the time of such termination and (y) the settlement of such accelerated Restricted Stock Units shall result in the imposition of additional tax under Section 409A of the Code if issued to Participant on or within the six (6) month period following Participant's termination as an Employee, then the settlement of such accelerated Restricted Stock Units shall not be made until the earlier of (A) six (6) months and one (1) day following the date of Participant's termination as an Employee or (B) Participant's death. It is the intent of this Agreement to comply with or be exempt from the requirements of Section 409A of the Code so that none of the Restricted Stock Units provided under this Agreement or Shares issuable thereunder shall be subject to the additional tax imposed under Section 409A of the Code, and any ambiguities herein shall be interpreted to so comply.

5. Forfeiture upon Termination of Status as an Employee.

(a) Subject to Section 7 and Section 5(b), the balance of the Restricted Stock Units that have not vested as of the time of Participant's termination as an Employee for any or no reason shall be forfeited and automatically transferred to and reacquired by the Company at no cost to the Company, and Participant's right to acquire any Shares hereunder shall immediately terminate.

(b) Notwithstanding Section 5(a), if Participant is subject to the Company's Executive Change in Control Program on his or her Termination Date (defined below), upon any termination without Cause (defined below) or for Good Reason (defined below) following a Change of Control (defined below), unvested Restricted Stock Units with vesting schedules subject only to Participant's continuous service as an Employee ("Time-Based RSUs") shall vest in full as of such termination, and unvested Restricted Stock Units which are not Time-Based RSUs ("Performance-Based RSUs") shall vest at the "target" level set forth in the Notice of Grant as of such termination. For purposes of this Section 5(b), "Cause", "Change of Control", "Good Reason" and "Termination Date" shall have the meaning set forth in the version of the Company's Executive Change in Control Program, as in effect on the Termination Date.

6. Distribution after Vesting. Unless otherwise specified in Section 25, any Restricted Stock Units that vest in accordance with the terms of this Agreement and the Plan will be distributed to Participant (or in the event of Participant's death, to his or her estate) in whole Shares as soon as administratively practicable after vesting, subject to paragraph 8 and the other provisions of this Agreement, but, subject to Applicable Law, in no event later than the 15th day of the third month following the end of (i) the Company's fiscal year in which the Restricted Stock Units vest or (ii) the calendar year in which the Restricted Stock Units vest, whichever is later. Any Restricted Stock Units that vest in accordance with paragraph 4 will be settled at the time(s) provided in paragraph 4, subject to paragraph 8 and the other provisions of this Agreement.

7. Disability or Death of Participant.

(a) Subject to Section 7(c), if Participant ceases to be an Employee by reason of his or her Disability during the term of this Award, all unvested Time-Based RSUs shall vest in full as of the date of such cessation of employment due to such Disability.

(b) Subject to Section 7(c), in the event of the death of Participant during the term of this Award and while an Employee, all unvested Restricted Stock Units that are Time-Based RSUs shall vest in full as of the date of death. Upon such death, any distribution or delivery to be made to Participant under this Agreement shall be made to Participant's designated beneficiary, provided such beneficiary has been designated prior to Participant's death in a form acceptable to the Administrator or, if no such beneficiary has been designated or survives Participant, the administrator or executor of Participant's estate. Any such transferee must furnish the Company with (a) written notice of his or her status as transferee, and (b) evidence satisfactory to the Company to establish the validity of the transfer and compliance with any laws or regulations pertaining to said transfer.

(c) Notwithstanding anything in Sections 7(a) or 7(b), if Participant ceases to be an Employee by reason of his or her Disability or death during the term of this Award, unvested Performance-Based RSUs, shall vest at the "target" level set forth in the Notice of Grant on the date of cessation as an Employee or death.

8. Withholding of Taxes. Unless otherwise provided by Applicable Law or specified in Section 25, Participant will recognize taxable income on the date of settlement of any vested Restricted Stock Units (the "Tax Date"). To the extent required by Applicable Law, on the Tax Date or such other date Participant

is required to recognize taxable income with respect to the Restricted Stock Units, Participant will be required to pay an amount to the Company to enable the Company to satisfy its obligation to withhold any federal, state, local, social or other withholding taxes arising on the Tax Date or such other date Participant is required to recognize taxable income with respect to the Restricted Stock Units. Unless as otherwise determined by the Company, the Company shall withhold a portion of the Shares on the Tax Date that has an aggregate Fair Market Value equal to Participant's minimum withholding tax obligations (rounded up to the nearest whole Share). Notwithstanding the foregoing, unless otherwise specified in Section 25, the Company, in its sole discretion, may, to the extent permitted by Applicable Law, require or otherwise allow Participant to pay such withholding taxes by (i) cash from Participant's account at the broker designated by the Company for such purpose, (ii) the sale of sufficient Shares on the Tax Date or such other date Participant is required to recognize taxable income with respect to the Restricted Stock Units, (iii) deductions from compensation payable to Participant or (iv) any other method permitted by Applicable Law.

9. Rights as Stockholder. Subject to Applicable Law, neither Participant nor any person claiming under or through Participant shall have any of the rights or privileges of a stockholder of the Company in respect of any Shares deliverable hereunder unless and until certificates representing such Shares (which may be in book entry form) shall have been issued, recorded on the records of the Company or its transfer agents or registrars, and delivered to Participant. After such issuance, recordation and delivery, Participant shall have all the rights of a stockholder of the Company with respect to voting such Shares and receipt of dividends and distributions on such Shares, subject to Applicable Law.

10. No Guarantee of Continued Employment. PARTICIPANT ACKNOWLEDGES AND AGREES THAT THE VESTING OF THE RESTRICTED STOCK UNITS PURSUANT TO THE VESTING SCHEDULE HEREOF IS EARNED ONLY BY CONTINUING AS AN EMPLOYEE AT THE WILL OF THE COMPANY (OR THE SUBSIDIARY EMPLOYING PARTICIPANT) AND NOT THROUGH THE ACT OF BEING HIRED, BEING GRANTED THIS AWARD OF RESTRICTED STOCK UNITS OR, AS APPLICABLE, ACQUIRING SHARES HEREUNDER. PARTICIPANT FURTHER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREUNDER AND THE VESTING SCHEDULE SET FORTH HEREIN DO NOT CONSTITUTE AN EXPRESS OR IMPLIED PROMISE OF CONTINUED ENGAGEMENT AS AN EMPLOYEE FOR THE VESTING PERIOD, FOR ANY PERIOD, OR AT ALL, AND SHALL NOT INTERFERE IN ANY WAY WITH PARTICIPANT'S RIGHT OR THE RIGHT OF THE COMPANY (OR SUBSIDIARY EMPLOYING PARTICIPANT) TO TERMINATE PARTICIPANT'S RELATIONSHIP AS AN EMPLOYEE AT ANY TIME, WITH OR WITHOUT CAUSE.

11. Address for Notices. Unless otherwise specified in Section 25, any notice to be given to the Company under the terms of this Agreement will be addressed to the Company at Autodesk, Inc., c/o Stock Administrator, **111 McInnis Parkway, San Rafael, CA 94903**, or at such other address as the Company may hereafter designate in writing.

12. Grant is Not Transferable. Except to the limited extent provided in paragraph 7, this Award and the rights and privileges conferred hereby shall not be transferred, assigned, pledged or hypothecated in any way (whether by operation of law or otherwise) and shall not be subject to sale under execution, attachment or similar process. Upon any attempt to transfer, assign, pledge, hypothecate or otherwise dispose of this Award, or any right or privilege conferred hereby, or upon any attempted sale under any execution, attachment or similar process, this Award and the rights and privileges conferred hereby immediately shall become null and void.

13. Binding Agreement. Subject to the limitation on the transferability of this grant contained herein, this Agreement shall be binding upon and inure to the benefit of the heirs, legatees, legal representatives, successors and assigns of the parties hereto.

14. Additional Conditions to Issuance of Stock. The Company shall not be required to issue any certificate or certificates for Shares (in book entry form or otherwise) hereunder prior to fulfillment of all the following conditions: (a) the admission of such Shares to listing on all stock exchanges on which such class of stock is then listed; (b) the completion of any registration or other qualification of such Shares under any Applicable Law or under the rulings or regulations of the Securities and Exchange Commission or any other governmental regulatory body, which the Administrator shall, in its absolute discretion, deem necessary or advisable; (c) the obtaining of any approval or other clearance from any governmental agency, which the Administrator shall, in its absolute discretion, determine to be necessary or advisable; and (d) the lapse of such reasonable period of time following the date of vesting of the Restricted Stock Units as the Administrator may establish from time to time for reasons of administrative convenience.

If at any time the Company shall determine, in its discretion, that the listing, registration or qualification of the Shares upon any securities exchange or under any state or federal law, or the consent or approval of any governmental regulatory authority is necessary or desirable as a condition to the issuance of Shares to Participant (or his or her estate), such issuance shall not occur unless and until such listing, registration, qualification, consent or approval shall have been effected or obtained free of any conditions not acceptable to the Company. The Company shall make all reasonable efforts to meet the requirements of any such state or federal law or securities exchange and to obtain any such consent or approval of any such governmental authority. Participant's sale of Shares may be subject to any market blackout period that may be imposed by the Company and must comply with the Company's insider trading policies and any other applicable securities laws.

15. Plan Governs. This Agreement is subject to all terms and provisions of the Plan. Subject to the express exception in Section 4 of this Agreement, in the event of a conflict between one or more provisions of this Agreement and one or more provisions of the Plan, the provisions of the Plan shall govern.

16. Administrator Authority. The Administrator shall have the power to interpret the Plan and this Agreement and to adopt such rules for the administration, interpretation and application of the Plan as are consistent therewith and to interpret or revoke any such rules (including, but not limited to, the determination of whether or not any Restricted Stock Units have vested). All actions taken and all interpretations and determinations made by the Administrator in good faith shall be final and binding upon Participant, the Company and all other interested persons. The Administrator shall not be personally liable for any action, determination or interpretation made in good faith with respect to the Plan or this Agreement. The Administrator shall, in its absolute discretion, determine when such conditions have been fulfilled.

17. Electronic Delivery. The Company may, in its sole discretion, decide to deliver any documents related to Restricted Stock Units awarded under the Plan or future Restricted Stock Units that may be awarded under the Plan by electronic means or request Participant's consent to participate in the Plan by electronic means. Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through any on-line or electronic system established and maintained by the Company or another third party designated by the Company.

18. Captions. Captions provided herein are for convenience only and are not to serve as a basis for interpretation or construction of this Agreement.

19. Agreement Severable. In the event that any provision in this Agreement shall be held invalid or unenforceable, such provision shall be severable from, and such invalidity or unenforceability shall not be construed to have any effect on, the remaining provisions of this Agreement.

20. Modifications to the Agreement. This Agreement, the Plan and the Notice of Grant constitute the entire understanding of the parties on the subjects covered. Participant expressly warrants that

he or she is not accepting this Agreement in reliance on any promises, representations, or inducements other than those contained herein. Modifications to this Agreement or the Plan can be made only in an express written contract executed by a duly authorized officer of the Company. Notwithstanding anything to the contrary in the Plan or this Agreement, the Company reserves the right to revise this Agreement as it deems necessary or advisable, in its sole discretion and without the consent of Participant, to comply with Section 409A of the Code or to otherwise avoid imposition of any additional tax or income recognition under Section 409A of the Code prior to the actual issuance of Shares pursuant to this Award of Restricted Stock Units.

21. Amendment, Suspension or Termination of the Plan. By accepting this Award, Participant expressly warrants that he or she has received an Award of Restricted Stock Units under the Plan, and has received, read and understood a description of the Plan. Participant understands that the Plan is discretionary in nature and may be amended, suspended or terminated by the Company at any time.

22. Governing Law. This Agreement shall be governed by the laws of the State of California, without giving effect to the conflict of law principles thereof. For purposes of litigating any dispute that arises under this Award of Restricted Stock Units or this Agreement, the parties hereby submit to and consent to the jurisdiction of the State of California, and agree that such litigation shall be conducted in the courts of **Marin County, California**, or the federal courts for the United States for the Northern District of California, and no other courts, where this Award of Restricted Stock Units is made and/or to be performed.

23. Acknowledgements. In accepting this Restricted Stock Unit Award, Participant acknowledges that:

(a) Any notice period mandated under Applicable Laws shall not be treated as continuous service for the purpose of determining the vesting of the Restricted Stock Unit Award; and Participant's right to receive Shares in settlement of the Restricted Stock Unit Award after termination of service, if any, will be measured by the date of termination of Participant's service and will not be extended by any notice period mandated under Applicable Laws. Subject to the foregoing and the provisions of the Plan, the Company, in its sole discretion, shall determine whether Participant's service has terminated and the effective date of such termination.

(b) The Plan is established voluntarily by the Company. It is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time, unless otherwise provided in the Plan and this Agreement.

(c) The grant of this Restricted Stock Unit Award is a one-time benefit which does not create any contractual or other right to receive future grants of Restricted Stock Units, or benefits in lieu of Restricted Stock Units. All decisions with respect to future Restricted Stock Unit grants, if any, will be at the sole discretion of the Company.

(d) Participant's participation in the Plan shall not create a right to continued service with the Company (or any Subsidiary).

(e) Participant is voluntarily participating in the Plan.

(f) The Restricted Stock Unit Award is an extraordinary item that does not constitute compensation of any kind for service of any kind rendered to the Company (or any Subsidiary), and which is outside the scope of Participant's employment contract, if any.

(g) The Restricted Stock Unit Award is not part of normal or expected compensation or salary for any purpose, including, but not limited to, calculating any severance payments, resignation, termination,

redundancy, end-of-service payments, bonuses, long-service awards, pension or retirement benefits or similar payments. This applies to any payment even in those jurisdictions requiring such payments upon termination of employment.

(h) The Restricted Stock Unit Award will not be interpreted to form an employment contract or relationship with the Company; and furthermore the Restricted Stock Unit Award will not be interpreted to form an employment contract with any Subsidiary.

(i) The future value of the underlying Shares is unknown and cannot be predicted with certainty. If Participant obtains Shares upon settlement of the Restricted Stock Unit Award, the value of those Shares may increase or decrease.

(j) This Restricted Stock Unit Award has been granted to Participant in Participant's status as an Employee of the Company or its Subsidiaries.

(k) Any claims resulting from this Restricted Stock Unit Award shall be enforceable, if at all, against the Company.

(l) There shall be no additional obligations for any Subsidiary employing Participant as a result of this Restricted Stock Unit Award.

24. International Provisions. This Section 24 applies to Participants in countries other than the United States.

Data Privacy Consent

Participant hereby explicitly and unambiguously consents to the collection, use, processing and transfer, in electronic or other form, of Participant's personal data as described in this Agreement by and among the Company and each Subsidiary for the exclusive purpose of implementing, administering and managing Participant's participation in the Plan.

(a) Participant understands that the Company (or any Subsidiary) holds certain personal information about Participant, including, but not limited to, Participant's name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any shares or directorships held in the Company or any Subsidiary, details of all Restricted Stock Units or any other entitlement to Shares awarded, canceled, exercised, vested, unvested or outstanding in Participant's favor, for the purpose of implementing, administering and managing the Plan ("Data").

(b) Participant understands that Data may be transferred to and processed by any third parties (including, but not limited to administrators of equity plan software systems, human resource data systems and brokerage systems) assisting in the implementation, administration and management of the Plan without further notification, that these recipients may be located in Participant's country or elsewhere, and that the recipient's country may have different data privacy laws and protections which offer less protection than Participant's country. Participant understands that he or she may request a list with the names and addresses of any potential recipients of the Data by contacting Participant's local human resources representative. Participant authorizes the recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing Participant's participation in the Plan, including any requisite transfer of such Data outside of Participant's country and further transfers thereafter as may be required to a broker or other third party with whom Participant may elect to deposit any Shares acquired upon settlement of the Restricted Stock Unit.

Participant understands that Data will be held only as long as is necessary to implement, administer and manage Participant's participation in the Plan but the Data may be stored and used for further reference after Participant's participation in the Plan has been terminated. Participant understands that he or she may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing Participant's local human resources representative. Participant understands that giving personal data is voluntary. Participant understands, however, that refusing or withdrawing Participant's consent may affect Participant's ability to participate in the Plan. For more information on the consequences of Participant's refusal to consent or withdrawal of consent, Participant understands that he or she may contact Participant's local human resources representative.

Currency Exchange Risk.

Participant agrees and acknowledges that Participant shall bear any and all risk associated with the exchange or fluctuation of currency associated with the Award, including without limitation the settlement of the Award or sale of the Shares (the "Currency Exchange Risk"). Participant waives and releases the Company and its Subsidiaries from any potential claims arising out of the Currency Exchange Risk.

Exchange Control Requirements.

Unless otherwise specified in Section 25, Participant agrees and acknowledges that Participant shall comply with any and all exchange control requirements applicable to the Award and the sale of Shares and any resulting funds including, without limitation, reporting or repatriation requirements.

25. Additional Matters. The following provisions apply to Participants in the country noted:

Australia:

A new Section 25 shall be added as follows:

Notwithstanding any other provision of this Agreement, (a) the Restricted Stock Units may not be settled in cash; and (b) the vesting of Restricted Stock Units may be accelerated by the Administrator only upon the death or total permanent disablement of Participant, and to the extent permitted by Applicable Law.

A Participant will cease to be an employee for the purposes of the Plan (incorporating this Agreement) if he or she is no longer an "Employee" as defined in the Plan, or Participant is no longer employed by any of the following: (a) Participant's employer in the employment in respect of which Participant acquired the Restricted Stock Units; (b) a holding company (within the meaning of the *Corporations Act 2001* (Cth)) of Participant's employer in the employment in respect of which Participant acquired the Restricted Stock Units; (c) a subsidiary (within the meaning of the *Income Tax Assessment Act 1997* (Cth)) of Participant's employer in the employment in respect of which Participant acquired the Restricted Stock Units; or (d) a subsidiary (within the meaning of the *Income Tax Assessment Act 1997* (Cth)) of a holding company (within the meaning of the *Corporations Act 2001* (Cth)) of Participant's employer in the employment in respect of which Participant acquired the Restricted Stock Units.

Canada:

Section 6 above shall be deleted in its entirety and replaced with the following language:

6. Distribution after Vesting. Any Restricted Stock Units that vest in accordance with the terms of this Agreement and the Plan will be distributed to Participant (or in the event of Participant's death, to his or her estate) in whole Shares as soon as administratively practicable after vesting, subject to paragraph 8 and the other provisions of this Agreement. Any Restricted Stock Units that vest in accordance with paragraph 4 will be settled at the time(s) provided in paragraph 4, subject to paragraph 8 and the other provisions of this Agreement.

Sections 8 (iii) and (iv) above shall be deleted and be of no force and effect.

China:

With respect to a Participant who is a Chinese national, a new Section 25 shall be added as follows:

State Administration of Foreign Exchange ("SAFE") Regulations. The grant and vesting of the Restricted Stock Units and Participant's ability to receive the proceeds from the sale of the Shares and convert the proceeds into local currency shall be contingent upon the Company or its Subsidiary maintaining approval from the SAFE for the related foreign exchange transaction and the maintenance of a SAFE-approved bank account. The receipt of funds by Participant from the sale of the Shares and the conversion of those funds to the local currency must be approved by SAFE. In order to comply with the SAFE regulations, the proceeds from the sale of the Shares must be repatriated into China through a SAFE-approved bank account set up and monitored by the Company or its Subsidiary. Such Participant may contact his or her local Human Resource office for more details about the SAFE approved bank account.

Mandatory Same-Day-Sale of Shares. Notwithstanding any provisions concerning the conversion of Restricted Stock Units and issuance of Shares set forth in this Agreement and the Plan, Shares will not be delivered to Participant when the Restricted Stock Units vest. Rather, the Shares to be issued to Participant under the vesting provisions set forth in the Notice of Grant will be sold immediately on Participant's behalf through the same-day-sale method. Under the same-day-sale method, a brokerage firm will administer the sale of the Shares. From the sale proceeds, the Company will withhold an amount equal to the applicable taxes, commissions, and fees. The remaining proceeds from the sale of the Shares will be remitted to Participant. As a result of the same-day-sale, actual Shares will not be delivered to Participant when the Restricted Stock Units vest. By accepting the Restricted Stock Units, Participant hereby irrevocably and without further notice appoints the Company as Participant's agent and authorizes the Company, any Subsidiary, and the brokerage firm to take any and all actions necessary to implement the same-day-sale of Shares described in this paragraph.

Hong Kong:

A new Section 25 shall be added as follows:

WARNING: The contents of this Agreement and the Plan have not been reviewed by any regulatory authority in Hong Kong. Participant is advised to exercise caution in relation to the Award. If Participant is in any doubt about any of the contents of this Agreement or the Plan, Participant should obtain independent professional advice.

The Restricted Stock Units and Shares that may be issued in respect of the Restricted Stock Units have not been offered or sold and will not be offered or sold in Hong Kong by means of any document other than in other circumstances which do not result in the document being a “prospectus” as defined in the Companies Ordinance (Chapter 32 of the Laws of Hong Kong) or which do not constitute an offer to the public within the meaning of that ordinance.

This Agreement and the information contained herein may not be used other than by Participant and may not be reproduced in any form or transferred to any person in Hong Kong. This Award is not an offer for sale to the public in Hong Kong and it is not the intention of the Company that the Restricted Stock Units or the Shares be offered for sale to the public in Hong Kong.

Participant acknowledges and agrees that any and all Shares allotted or issued pursuant to the terms and conditions of the Plan are issued to Participant for his/her own account and not with a view to all or any of those Shares being offered for sale to the public. Participant may not sell or offer to sell any Shares issued to him or her within six months following the date of the issue of such Shares. By accepting the Shares, Participant acknowledges and agrees that he or she is bound by the provisions of the certificate of incorporation or bylaws of the Company, as amended (including any provisions restricting the sale or transfer of such Shares) and the Plan and that any subsequent sale or transfer of the Shares must be undertaken in accordance with all Applicable Laws and regulations and that no documentation issued by the Company to Participant in respect of the Restricted Stock Units or the Shares may be disseminated or disclosed to any person at any time.

Sweden:

A new Section 25 shall be added as follows:

Participant acknowledges and agrees to consent to the handling registration and publication of personal data according to the Swedish Personal Data Act, if applicable.

Israel:

Section 1 above shall be amended to add the following language at the end thereof:

References to the Plan will be deemed to include the Sub-Plan for Israeli Participants (the “Sub-Plan”). The Restricted Stock Units are granted as a 102 Capital Gains Track Grant, subject to the terms and conditions of Section 102(b)(2) and 102(b)(3) of the Income Tax Ordinance (New Version) – 1961 (the “ITO”), the Plan and the Trust Agreement (“Trust

Agreement”), entered into between the Company and ESOP Management and Trust Services Ltd. (the “Trustee”). References to the issuance of Shares to Participant shall be deemed to include the words “or the Trustee”. References to “Applicable Law” shall be deemed to include Section 102 of the ITO.

Section 102 Compliance. By accepting this Restricted Stock Unit Award, Participant acknowledges and agrees that: (a) the Award is granted under and governed by the Plan, Sections 102(b)(2) and 102(b)(3) of the ITO and the Rules promulgated in connection therewith, and the Trust Agreement; (b) the Shares issued upon vesting of the Restricted Stock Units will be issued to the Trustee to hold on behalf of Participant, pursuant to the terms of Section 102 of the ITO and the Trust Agreement, and (c) Participant is familiar with the terms and provisions of the ITO, particularly the “Capital Gains Track” described in Sections 102(b)(2) and 102(b)(3) thereof, and will not require the Trustee to release or sell the Restricted Stock Units or Shares during the Required Holding Period (defined in the Sub-Plan), unless permitted to do so by Applicable Law.

Section 6 above shall be deleted in its entirety and replaced by the following language:

Trustee. The Shares will be issued in the name of the Trustee as required by Applicable Law to qualify under Section 102 of the ITO, for the benefit of Participant. Participant shall comply with the ITO, the Rules, and the terms and conditions of the Trust Agreement entered into between the Company and the Trustee. The Trustee will hold the Shares for the Required Holding Period, as set forth in the Sub-Plan. Participant hereby undertakes to release the Trustee from any liability in respect of any action or decision duly taken and bona fide executed in relation to the Plan and the Sub-Plan, or any Shares issued to the Trustee hereunder. Participant hereby confirms that s/he shall execute any and all documents that the Company or the Trustee may reasonably determine to be necessary in order to comply with the ITO and, in particular, the Rules.

Section 8 above shall be deleted in its entirety and replaced by the following language:

Withholding of Taxes. To the extent required by Applicable Law on any date Participant is required to recognize taxable income with respect to the Restricted Stock Units, Participant will be required to pay, and the Trustee and/or the Company will withhold an amount which will enable the Company and/or the Trustee to satisfy its obligation to withhold any federal, state, local or other withholding taxes arising on such date Participant is required to recognize taxable income with respect to the Restricted Stock Units. The Company, in its sole discretion, may, to the extent permitted by Applicable Law, require or otherwise allow the Trustee or the Company to withhold and/or Participant to pay such withholding taxes by (i) cash from Participant’s account at the broker designated by the Company for such purpose, (ii) the selling of sufficient Shares on the Tax Date or such other date Participant is required to recognize taxable income with respect to the Restricted Stock Units, (iii) deductions from compensation payable to Participant or (iv) any other method permitted by Applicable Law.

Section 11 above shall be deleted in its entirety and replaced by the following language:

Address for Notices. Any notice to be given to the Company under the terms of this Agreement will be addressed to the Company at Autodesk, Inc., c/o Stock Administrator, **111**

McInnis Parkway, San Rafael, CA 94903, or at such other address as the Company may hereafter designate in writing, unless otherwise expressly instructed by the Company or the Trustee with respect to a specific type of notice.

United Arab Emirates:

A new Section 25 shall be added as follows:

This Restricted Stock Unit Award has not been approved or licensed by the UAE Central Bank or any other relevant licensing authorities or governmental agencies in the United Arab Emirates. This Restricted Stock Unit Award is strictly private and confidential and has not been reviewed by, deposited or registered with the UAE Central Bank or any other licensing authority or governmental agencies in the United Arab Emirates. This Restricted Stock Unit Award is being issued from outside the United Arab Emirates to a limited number of Employees of Autodesk Middle East (Representative Office) and must not be provided to any person other than the original recipient and may not be reproduced or used for any other purpose.

AUTODESK, INC.

2012 EMPLOYEE STOCK PLAN

STOCK OPTION AGREEMENT

Autodesk, Inc., a Delaware corporation (the “Company”), has granted to the Employee (the “Participant”) named on the Notice of Grant of Stock Options (the “Notice of Grant”) which is attached hereto an option (the “Option”) to purchase that number of Shares set forth on the Notice of Grant at the exercise price per Share set forth on the Notice of Grant (the “Exercise Price”), subject to all of the terms, definitions and provisions in this Agreement and the Company’s 2012 Employee Stock Plan (the “Plan”), which is incorporated herein by reference. The terms defined in the Plan shall have the same defined meanings in this Agreement.

1. Nature of Option. This Option is not intended to qualify as an Incentive Stock Option under Section 422 of the Code. This Option is intended to be a Nonstatutory Stock Option.

2. Vesting Schedule. Except as provided in Section 3 or Section 6, the Option awarded by this Agreement shall vest in accordance with the vesting provisions set forth in the Notice of Grant. Shares scheduled to vest on a certain date or upon the occurrence of a certain condition shall not vest in Participant in accordance with any of the provisions of this Agreement, unless Participant shall have been an Employee from the Date of Grant until the date such vesting occurs.

3. Administrator Discretion. Unless otherwise expressly prohibited herein, the Administrator, in its discretion, may accelerate the vesting of the balance, or some lesser portion of the balance, of the unvested Option at any time, subject to the terms of the Plan. If so accelerated, the balance or some portion of the balance, as applicable, of the Option shall be considered as having vested as of the date specified by the Administrator. Pursuant to Section 6 of this Agreement, notwithstanding the generality of the foregoing, all unvested Options shall vest and become fully exercisable as of the death or Disability of the Participant.

4. Exercise of Option. This Option may be exercised only within the term set out in the Notice of Grant, and may be exercised during such term only in accordance with the Plan and the terms of this Agreement. This Option shall be exercisable in a manner and pursuant to such procedures as the Administrator may determine, which shall state the election to exercise the Option, the number of Shares in respect of which the Option is being exercised (the “Exercised Shares”), and such other representations and agreements as may be required by the Company pursuant to the provisions of the Plan (the “Exercise Notice”). Such Exercise Notice shall be properly completed and delivered in such manner as the Administrator may determine (including electronically). Payment of the Exercise Price may only be made in such manner as described below, and if appropriate, shall accompany the Exercise Notice. This Option shall be deemed to be exercised upon receipt by the Company (or its designated representative) of the Exercise Notice and completion of payment of the Exercise Price.

5. Method of Payment.

(a) For Participants in countries other than China, India, Italy and Romania:

Payment of the aggregate Exercise Price shall be by any of the following, or a

combination thereof, at the election of the Participant:

(i) cash;

(ii) check;

(iii) delivery of a properly executed Exercise Notice together with irrevocable instructions to an agent of the Company to sell the Shares and promptly deliver to the Company that portion of the sale proceeds required to pay the Exercise Price (and any applicable withholding taxes).

No Shares shall be issued pursuant to the exercise of this Option unless such issuance and exercise complies with Applicable Laws. Unless otherwise specified in Section 25, assuming such compliance, for income tax purposes the Exercised Shares shall be considered transferred to the Participant on the date the Option is exercised with respect to such Exercised Shares. This Option may not be exercised for a fraction of a share.

(b) For Participants in China, India, Italy and Romania, please refer to Section 25.

6. Termination Exercise and Vesting Period.

(a) Exercise and Vesting, Generally. Subject to Applicable Laws and the other provisions of this Section 6, (i) this Option will vest in accordance with Section 2 and (ii) if the Participant ceases to be an Employee, he or she may, but only within **three (3) months** (or such other period as may be provided in the Notice of Grant (an "Alternative Exercise Period"), which shall supersede the three (3) month period) after the date Participant ceases to be an Employee, exercise this Option to the extent that he or she was entitled to exercise it as of the date of such cessation. To the extent he or she was not entitled to exercise this Option as of the date of such cessation, or if he or she does not exercise the Option within the time specified herein, the Option shall terminate.

(b) Exercise and Vesting upon Disability. Notwithstanding Section 6(a), if Participant ceases to be an Employee by reason of his or her Disability during the term of this Option, all Options shall vest and become fully exercisable as of the date of such cessation and the Participant may, but only within **twelve (12) months** from the date of such cessation, exercise his or her Option. If he or she does not exercise such Option within the time specified herein, the Option shall terminate.

(c) Exercise and Vesting upon Death. Notwithstanding Section 6(a), in the event of the death of the Participant during the term of this Option and while an Employee, the Option shall vest and become fully exercisable as of the date of death, and may be exercised, at any time within **twelve (12) months** following the date of death, by Participant's estate or by a person who acquired the right to exercise the Option by bequest or inheritance. If such estate or person does not exercise such Option within the time specified herein, the Option shall terminate.

(d) Exercise and Vesting under the Executive Change in Control Program. Notwithstanding Section 6(a), if Participant is subject to the Company's Executive Change in Control Program on his or her Termination Date (defined below), upon any termination without Cause (defined below) or for Good Reason (defined below) following a Change of Control (defined below), the Option shall vest in accordance with the Company's Change in Control Program in effect as of the Termination Date. For purposes of this Section 6(d), "Cause", "Change of Control", "Good Reason" and "Termination Date" shall have the meaning set forth in the version of the Company's Executive Change in Control Program, as in effect on the Termination Date.

(e) Exercise and Vesting upon Termination for Cause or Employment with Competitor. Notwithstanding Section 6(a), if the Option granted to Participant herein is an NSO subject to an Alternative Exercise Period (as defined in Section 6(a)), the following termination provisions shall also apply to the Option:

(i) In the event that Participant is terminated for Cause (as defined below), then he or she may only exercise this Option within **three (3) months** after the date Participant ceases to be an Employee. To the extent Participant was not entitled to exercise this Option as of the date of such cessation, or if Participant does not exercise the Option within the time specified herein, the Option shall terminate. For purposes of this Section 6, "Cause" shall have the meaning set forth either (i) in Participant's employment agreement with the Company, if any, or (ii) if Participant has no such employment agreement with the Company, in the version of the Company's Executive Change in Control Program, as in effect on the Termination Date (as such term is defined in the Executive Change in Control Program).

(ii) If Participant accepts employment with a Competitor (as defined below) prior to the date Participant terminates employment with the Company, as determined by the Company in its sole discretion, Participant may only exercise this Option within **three (3) months** after the date Participant ceases to be an Employee of the Company. In such case, the Company will notify Participant of the reduction in post-termination exercise period applicable to this Option and if no notice is provided by the Company during the **three (3) month** period following the date Participant ceases to be an Employee, the post-termination exercise period for this Option will be determined based on the provisions of this Section 6 without regard to this paragraph. For purposes of this Section 6, "Competitor" shall mean the list of competitors as set forth in the Form 10-K most recently filed by the Company with the Securities Exchange Commission, determined as of the date of termination of employment.

(f) Notwithstanding the foregoing, in no event may this Option be exercised after the Expiration Date and this Option may be subject to earlier termination as provided in the Plan.

7. Tax Obligations. Unless otherwise specified in Section 25, the Company and its Subsidiaries shall assess tax and social insurance contribution liability and requirements in connection with the Participant's participation in the Plan, including, without limitation, tax liability and social insurance contribution liability associated with the grant or exercise of the Option or sale of the underlying Shares (the "Tax Liability"). These requirements may change from time to time as laws or interpretations change. Regardless of the Company's or any Subsidiary's actions in this regard, the Participant hereby acknowledges and agrees that the Tax Liability shall be the Participant's ultimate responsibility and liability. The Participant agrees as a condition of his or her participation in the Plan to make arrangements satisfactory to the Company and its Subsidiaries to enable it to satisfy all withholding, payment and/or collection requirements associated with the satisfaction of the Tax Liability, including authorizing the Company or the Subsidiary to: (i) withhold all applicable amounts from the Participant's wages or other cash compensation due to the Participant, in accordance with any requirements under the laws, rules, and regulations of the country of which the Participant is a resident, and/or (ii) act as the Participant's agent to sell sufficient Shares for the proceeds to settle such requirements. Furthermore, the Participant agrees to pay the Company or the Subsidiary any amount the Company or any Subsidiary may be required to withhold, collect or pay as a result of the Participant's participation in the Plan or that cannot be satisfied by deduction from the Participant's wages or other cash compensation paid to the Participant by the Company or the Subsidiary or sale of the Shares acquired under the Plan. The Participant acknowledges that he or she may not participate in the Plan and the Company and the Subsidiary shall have no obligation to deliver Shares until the Tax Liability has been satisfied by the Participant.

8. Rights as Stockholder. Subject to Applicable Law, neither Participant nor any person claiming under or through Participant shall have any of the rights or privileges of a stockholder of the Company in respect of any Shares deliverable hereunder unless and until certificates representing such Shares (which may be in book entry form) shall have been issued, recorded on the records of the Company or its transfer agents or registrars, and delivered to Participant. After such issuance, recordation and delivery, unless otherwise specified in Section 25, Participant shall have all the rights of a stockholder of the Company with respect to voting such Shares and receipt of dividends and distributions on such Shares, subject to Applicable Law.

9. Acknowledgments. In accepting the Option, the Participant acknowledges that:

(a) Any notice period mandated under Applicable Laws shall not be treated as continuous service for the purpose of determining the vesting of the Option; and the Participant's right to receive Shares in settlement of the Option after termination of service, if any, will be measured by the date of termination of the Participant's service and will not be extended by any notice period mandated under Applicable Laws. Subject to the foregoing and the provisions of the Plan, the Company, in its sole discretion, shall determine whether the Participant's service has terminated and the effective date of such termination.

(b) The Plan is established voluntarily by the Company. It is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time, unless otherwise provided in the Plan and this Agreement.

(c) The grant of this Option is a one-time benefit which does not create any contractual or other right to receive future grants of Options, or benefits in lieu of Options. All decisions with respect to future Option grants, if any, will be at the sole discretion of the Company.

(d) The Participant's participation in the Plan shall not create a right to continued service with the Company (or any Subsidiary).

(e) The Participant is voluntarily participating in the Plan.

(f) The Option is an extraordinary item that does not constitute compensation of any kind for service of any kind rendered to the Company (or any Subsidiary), and which is outside the scope of the Participant's employment contract, if any.

(g) The Option is not part of normal or expected compensation or salary for any purpose, including, but not limited to, calculating any severance payments, resignation, termination, redundancy, end-of-service payments, bonuses, long-service awards, pension or retirement benefits or similar payments. This applies to any payment even in those jurisdictions requiring such payments upon termination of employment.

(h) The Option grant will not be interpreted to form an employment contract or relationship with the Company; and furthermore the Option grant will not be interpreted to form an employment contract with any Subsidiary.

(i) The future value of the underlying Shares is unknown and cannot be predicted with certainty. If the Participant obtains Shares upon exercise of the Option, the value of those Shares may increase or decrease.

(j) This Option has been granted to the Participant in the Participant's status as an employee of the Company or its Subsidiaries.

(k) Any claims resulting from this Option shall be enforceable, if at all, against the Company.

(j) There shall be no additional obligations for any Subsidiary employing Participant as a result of this Option.

(k) THE VESTING OF THE OPTIONS PURSUANT TO THE VESTING SCHEDULE HEREOF IS EARNED ONLY BY CONTINUING AS AN EMPLOYEE AT THE WILL OF THE COMPANY (OR THE SUBSIDIARY EMPLOYING THE PARTICIPANT) AND NOT THROUGH THE ACT OF BEING HIRED, BEING GRANTED THIS AWARD OF OPTIONS OR, AS APPLICABLE, ACQUIRING SHARES HEREUNDER. THE PARTICIPANT FURTHER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREUNDER AND THE VESTING SCHEDULE SET FORTH HEREIN DO NOT CONSTITUTE AN EXPRESS OR IMPLIED PROMISE OF CONTINUED ENGAGEMENT AS AN EMPLOYEE FOR THE VESTING PERIOD, FOR ANY PERIOD, OR AT ALL, AND SHALL NOT INTERFERE IN ANY WAY WITH PARTICIPANT'S RIGHT OR THE RIGHT OF THE COMPANY (OR SUBSIDIARY EMPLOYING PARTICIPANT) TO TERMINATE PARTICIPANT'S RELATIONSHIP AS AN EMPLOYEE AT ANY TIME, WITH OR WITHOUT CAUSE.

10. Address for Notices. Unless otherwise specified in Section 25, any notice to be given to the Company under the terms of this Agreement shall be addressed to the Company at Autodesk, Inc., c/o Stock Administrator, 111 McInnis Parkway, San Rafael, CA 94903, or at such other address as the Company may hereafter designate in writing.

11. Grant is Not Transferable. Except to the limited extent provided in paragraph 6, this Option and the rights and privileges conferred hereby shall not be transferred, assigned, pledged or hypothecated in any way (whether by operation of law or otherwise) and shall not be subject to sale under execution, attachment or similar process. Upon any attempt to transfer, assign, pledge, hypothecate or otherwise dispose of this Option, or any right or privilege conferred hereby, or upon any attempted sale under any execution, attachment or similar process, this Option and the rights and privileges conferred hereby immediately shall become null and void.

12. Binding Agreement. Subject to the limitation on the transferability of this grant contained herein, this Agreement shall be binding upon and inure to the benefit of the heirs, legatees, legal representatives, successors and assigns of the parties hereto.

13. Data Privacy Consent. *The Participant hereby explicitly and unambiguously consents to the collection, use, processing and transfer, in electronic or other form, of the Participant's personal data as described in this Agreement by and among the Company and each Subsidiary for the exclusive purpose of implementing, administering and managing the Participant's participation in the Plan.*

(a) The Participant understands that the Company (or any Subsidiary) holds certain personal information about the Participant, including, but not limited to, the Participant's name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any shares or directorships held in the Company or a Subsidiary, details of all Options or any other entitlement to Shares awarded, canceled, exercised, vested, unvested or

outstanding in the Participant's favor, for the purpose of implementing, administering and managing the Plan ("Data").

(b) The Participant understands that Data may be transferred to and processed by any third parties (including, but not limited to administrators of equity plan software systems, human resource data systems and brokerage systems) assisting in the implementation, administration and management of the Plan without further notification, that these recipients may be located in the Participant's country or elsewhere, and that the recipient's country may have different data privacy laws and protections which offer less protection than the Participant's country. The Participant understands that he or she may request a list with the names and addresses of any potential recipients of the Data by contacting the Participant's local human resources representative. The Participant authorizes the recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing the Participant's participation in the Plan, including any requisite transfer of such Data outside of the Participant's country and further transfers thereafter as may be required to a broker or other third party with whom the Participant may elect to deposit any Shares acquired upon settlement of the Option. The Participant understands that Data will be held only as long as is necessary to implement, administer and manage the Participant's participation in the Plan but the Data may be stored and used for further reference after the Participant's participation in the Plan has been terminated. The Participant understands that he or she may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing the Participant's local human resources representative. The Participant understands that giving personal data is voluntary. The Participant understands, however, that refusing or withdrawing the Participant's consent may affect the Participant's ability to participate in the Plan. For more information on the consequences of the Participant's refusal to consent or withdrawal of consent, the Participant understands that he or she may contact the Participant's local human resources representative.

14. Additional Conditions to Issuance of Stock. The Company shall not be required to issue any certificate or certificates for Shares hereunder (in book entry form or otherwise) prior to fulfillment of all the following conditions: (a) the admission of such Shares to listing on all stock exchanges on which such class of stock is then listed; (b) the completion of any registration or other qualification of such Shares under any Applicable Law or under the rulings or regulations of the Securities and Exchange Commission or any other governmental regulatory body, which the Administrator shall, in its absolute discretion, deem necessary or advisable; (c) the obtaining of any approval or other clearance from any governmental agency, which the Administrator shall, in its absolute discretion, determine to be necessary or advisable; and (d) the lapse of such reasonable period of time following the date of vesting or exercise of the Options as the Administrator may establish from time to time for reasons of administrative convenience.

If at any time the Company shall determine, in its discretion, that the listing, registration or qualification of the Shares upon any securities exchange or under any state or federal law, or the consent or approval of any governmental regulatory authority is necessary or desirable as a condition to the issuance of Shares to the Participant (or his or her estate), such issuance shall not occur unless and until such listing, registration, qualification, consent or approval shall have been effected or obtained free of any conditions not acceptable to the Company. The Company shall make all reasonable efforts to meet the requirements of any such state or federal law or securities exchange and to obtain any such consent or approval of any such governmental authority. Participant's exercise of Options and/or sale of Shares may

be subject to any market blackout period that may be imposed by the Company and must comply with the Company's insider trading policies and any other applicable securities laws.

15. Currency Exchange Risk. The Participant agrees and acknowledges that the Participant shall bear any and all risk associated with the exchange or fluctuation of currency associated with the Option, including without limitation the exercise of the Option or sale of the Shares (the "Currency Exchange Risk"). The Participant waives and releases the Company and its Subsidiaries from any potential claims arising out of the Currency Exchange Risk.

16. Exchange Control Requirements. Unless otherwise specified in Section 25, the Participant agrees and acknowledges that the Participant shall comply with any and all exchange control requirements applicable to the Option and the sale of Shares and any resulting funds including, without limitation, reporting or repatriation requirements.

17. Plan Governs. This Agreement is subject to all terms and provisions of the Plan. In the event of a conflict between one or more provisions of this Agreement and one or more provisions of the Plan, the provisions of the Plan shall govern.

18. Administrator Authority. The Administrator shall have the power to interpret the Plan and this Agreement and to adopt such rules for the administration, interpretation and application of the Plan as are consistent therewith and to interpret or revoke any such rules (including, but not limited to, the determination of whether or not any Shares subject to the Option have vested). All actions taken and all interpretations and determinations made by the Administrator in good faith shall be final and binding upon Participant, the Company and all other interested persons. The Administrator shall not be personally liable for any action, determination or interpretation made in good faith with respect to the Plan or this Agreement. The Administrator shall, in its absolute discretion, determine when such conditions have been fulfilled.

19. Electronic Delivery. The Company may, in its sole discretion, decide to deliver any documents related to Options awarded under the Plan or future Options that may be awarded under the Plan by electronic means or request Participant's consent to participate in the Plan by electronic means. Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through any on-line or electronic system established and maintained by the Company or another third party designated by the Company.

20. Captions. Captions provided herein are for convenience only and are not to serve as a basis for interpretation or construction of this Agreement.

21. Agreement Severable. In the event that any provision in this Agreement shall be held invalid or unenforceable, such provision shall be severable from, and such invalidity or unenforceability shall not be construed to have any effect on, the remaining provisions of this Agreement.

22. Modifications to the Agreement. This Agreement, the Plan and the Notice of Grant constitute the entire understanding of the parties on the subjects covered. Participant expressly warrants that he or she is not accepting this Agreement in reliance on any promises, representations, or inducements other than those contained herein. Modifications to this Agreement or the Plan can be made only in an express written contract executed by a duly authorized officer of the Company.

23. Amendment, Suspension or Termination of the Plan. By accepting this Option, Participant expressly warrants that he or she has received an Option under the Plan, and has received, read and understood a description of the Plan. Participant understands that the Plan is discretionary in nature and may be amended, suspended or terminated by the Company at any time.

24. Governing Law. This Agreement shall be governed by the laws of the State of California, without giving effect to the conflict of law principles thereof. For purposes of litigating any dispute that arises under this Option or this Agreement, the parties hereby submit to and consent to the jurisdiction of the State of California, and agree that such litigation will be conducted in the courts of Marin County, California, or the federal courts for the United States for the District of Northern California, and no other courts, where this Option is made and/or to be performed.

25. Additional Matters. The following provisions apply to Participants in the country noted:

India, Italy and Romania:

A new Section 25 shall be added as follows:

Notwithstanding any provisions in the Plan to the contrary, the methods of exercise available to the Participant are restricted. Full payment of the Exercise Price for the Shares to be purchased on exercise of the Option must be made using the “cashless” exercise method. Upon the Participant’s delivery of a properly executed Exercise Notice together with irrevocable instructions to a broker, agent or other third party approved by the Company, such broker, agent or other third party will simultaneously sell all of the Shares that the Participant is entitled to upon exercise, use the proceeds to pay the Exercise Price (plus any applicable fees and/or taxes) and remit the balance to the Participant in cash.

In connection with the payment procedure described in the foregoing paragraph, the Participant will be required to sell all of the Shares the Participant elects to exercise and will not be permitted to retain any of the Exercised Shares. No Shares shall be issued pursuant to the exercise of this Option unless such issuance and exercise complies with Applicable Laws. This Option may not be exercised for a fraction of a share.

Hong Kong

A new Section 25 shall be added as follows:

WARNING: The contents of this Agreement and the Plan have not been reviewed by any regulatory authority in Hong Kong. The Participant is advised to exercise caution in relation to the offer of the Option. If the Participant is in any doubt about any of the contents of this document, the Participant should obtain independent professional advice.

The Shares issued upon exercise of this Option have not been offered or sold and will not be offered or sold in Hong Kong by means of any document other than in other circumstances which do not result in the document being a “prospectus” as defined in the Companies Ordinance (Chapter 32 of the Laws of Hong Kong) or which do not constitute an offer to the public within the meaning of that ordinance.

This Agreement and the information contained herein may not be used other than by the Participant and may not be reproduced in any form or transferred to any person in Hong Kong.

This Option is not an offer for sale to the public in Hong Kong and it is not the intention of the Company that this Option or the Shares be offered for sale to the public in Hong Kong.

The Participant acknowledges and agrees that any and all Shares allotted or issued pursuant to the terms and conditions of the Plan are issued to the Participant for his or her own account and not with a view to all or any of those Shares being offered for sale to the public. The Participant may not sell or offer to sell any Shares issued to him or her within six months following the date of the issue of such Shares. By accepting the Shares, the Participant acknowledges and agrees that he or she is bound by the provisions of the certificate of incorporation or bylaws of the Company, as amended (including any provisions restricting the sale or transfer of such Shares) and the Plan and that any subsequent sale or transfer of the Shares must be undertaken in accordance with all Applicable Laws and regulations and that no documentation issued by the Company to the Participant in respect of the Options or the Shares may be disseminated or disclosed to any person at any time.

Sweden

A new Section 25 shall be added as follows:

Participant acknowledges and agrees to consent to the handling registration and publication of personal data according to the Swedish Personal Data Act, if applicable.

United Arab Emirates

A new Section 25 shall be added as follows:

This Option has not been approved or licensed by the UAE Central Bank or any other relevant licensing authorities or governmental agencies in the United Arab Emirates. This Option is strictly private and confidential and has not been reviewed by, deposited or registered with the UAE Central Bank or any other licensing authority or governmental agencies in the United Arab Emirates. This Option is being issued from outside the United Arab Emirates to a limited number of Employees of Autodesk Middle East (Representative Office) and must not be provided to any person other than the original recipient and may not be reproduced or used for any other purpose.

China:

With respect to a Participant who is a Chinese national, a new Section 25 shall be added as follows:

State Administration of Foreign Exchange (“SAFE”) Regulations. Participant’s ability to exercise the Option by paying cash and converting the proceeds from the sale of the Shares into local currency shall be contingent upon the Company or its Subsidiary maintaining approval from the SAFE for the related foreign exchange transaction and the maintenance of a SAFE-approved bank account. The receipt of funds by Participant from the sale of the Exercised Shares and the conversion of those funds to the local currency must be approved by SAFE. In order to comply

with the SAFE regulations, the proceeds from the sale of the Shares must be repatriated into China through a SAFE-approved bank account set up and monitored by the Company or its Subsidiary. Participant may contact his or her local Human Resource office for more details about the SAFE approved bank account.

In addition, the Company in its sole discretion may require certain administrative procedures, including, without limitation, procedures similar to those set forth below in connection with the operation of the Plan and the Participant's Option:

(a) Require Cashless Exercise. The Company may require full payment of the Exercise Price for the Shares to be purchased on exercise of the Option must be made using the "cashless" exercise method. Upon the Participant's delivery of a properly executed Exercise Notice together with irrevocable instructions to a broker, agent or other third party approved by the Company, such broker, agent or other third party will simultaneously sell all of the Shares that the Participant is entitled to upon exercise, use the proceeds to pay the Exercise Price (plus any applicable fees and/or taxes) and remit the balance to the Participant in cash through the SAFE-approved bank account; or

(b) Require Shares Held by Brokerage Firm and Proceeds Flow Through Designated Account Upon Eventual Sale of Shares. Notwithstanding any provisions concerning the exercise of the Option and the issuance of Shares set forth in this Agreement and the Plan, Shares will not be delivered to Participant when the Option is exercised. Rather, upon exercise of the Option, the Company places restrictions on the Shares issued in connection therewith such that irrespective of whether the Participant remains an Employee of the Company (or any Subsidiary), the Shares remain in the Participant's original designated account with the broker, agent or other third party approved by the Company until the Participant provides instructions to such broker, agent or other third party approved by the Company to sell the Shares. From the sale proceeds, the Company will withhold an amount equal to the applicable taxes, commissions, and fees. The remaining proceeds from the sale of the Shares will be remitted to Participant. As a result of the same-day-sale, actual Shares will not be delivered to Participant when the Option is exercised. By accepting the Option, the Participant hereby irrevocably and without further notice appoints the Company as the Participant's agent and authorizes the Company, any Subsidiary, and the brokerage firm to take any and all actions necessary to implement the same-day-sale of Shares described in this paragraph.

Israel

Section 1 above shall be amended to add the following language at the end thereof:

References to the Plan will be deemed to include the Sub-Plan for Israeli Participants (the "Sub-Plan"). This Option is intended to qualify as a 102 Capital Gains Track Award, subject to the terms and conditions of Section 102(b)(2) and 102(b)(3) of the Income Tax Ordinance (New Version) – 1961 (the "ITO"), the Plan and the Trust Agreement, entered into between the Company and ESOP Management and Trust Services Ltd. (the "Trustee"). The Options will be registered in the name of the Trustee as required to qualify under Section 102, for the benefit of the Participant. Participant shall comply with the ITO, the Rules, and the terms and conditions of the Trust Agreement entered into between the Company and the Trustee (the "Trust Agreement"). References to the issuance of Shares to Participant shall be deemed to include the words "or the Trustee". References to "Applicable Law" shall be deemed to include Section 102 of the ITO.

Section 102 Compliance. By accepting this Option, the Participant acknowledges and agrees that: (a) the Option is granted under and governed by the Plan, Sections 102(b)(2) and 102(b)(3) of the ITO and the Rules promulgated in connection therewith, and the Trust Agreement; (b) the Shares issued upon exercise of the Option will be issued to the Trustee to hold on behalf of the Participant, pursuant to the terms of Section 102 of the ITO and the Trust Agreement, and (c) the Participant is familiar with the terms and provisions of the ITO, particularly the “Capital Gains Track” described in Sections 102(b)(2) and 102(b)(3) thereof, and will not require the Trustee to release or sell the Shares during the Required Holding Period (defined in the Sub-Plan), unless permitted to do so by Applicable Law.

Section 4 above shall be amended to add the following language at the end thereof:

Trustee. The Trustee will hold the Options or the Shares to be issued upon exercise of the Options for the Required Holding Period, as set forth in the Plan. The Participant hereby undertakes to release the Trustee from any liability in respect of any action or decision duly taken and *bona fide* executed in relation to the Plan, or any Option or Share granted thereunder. The Participant agrees to execute any and all documents which the Company or the Trustee may reasonably determine to be necessary in order to comply with the ITO and particularly the Rules. This Option shall be deemed to be exercised upon receipt by the Trustee or the Company (or its designated representative) of the Exercise Notice and completion of payment of the Exercise Price. The Company will notify the Trustee of any exercise of Options. If such notification is delivered during the Required Holding Period, the Shares issued upon the exercise of the Options shall be issued in the name of the Trustee, and held in trust on the Participant’s behalf by the Trustee. In the event that such notification is delivered after the end of the Required Holding Period, the Shares issued upon the exercise of the Options shall either (i) be issued in the name of the Trustee, subject to the Trustee’s prior written consent, or (ii) be transferred to the Participant directly, subject to compliance with applicable mandatory withholding of taxes as set forth in the Plan.

Section 5(a) above shall be amended to add the following language at the end thereof:

Notwithstanding the other provisions of this Agreement or the Plan, for income tax purposes the Exercised Shares will not be considered transferred to the Participant on the date the Option is exercised with respect to such Exercised Shares.

Section 7 above shall be deleted in its entirety and replaced by the following language:

Withholding of Taxes. To the extent required by Applicable Law on any date the Participant is required to recognize taxable income with respect to the Options, the Participant will be required to pay, and the Trustee and/or the Company will withhold, an amount which will enable the Company and/or the Trustee to satisfy its obligation to withhold any federal, state, local or other withholding taxes arising on such date the Participant is required to recognize taxable income with respect to the Options. The Company, in its sole discretion, may, to the extent permitted by Applicable Law, require or otherwise allow the Trustee or the Company to withhold and/or the Participant to pay such withholding taxes by (i) cash from the Participant’s account at the broker designated by the Company for such purpose, (ii) the selling of sufficient Shares on the Tax Date or such other date the Participant is required to recognize taxable income with respect to the Options, (iii) deductions from compensation payable to the Participant or (iv) any other method permitted by Applicable Law.

Section 8 above shall be amended to add the following language at the end thereof:

The rights of the Participant with respect to the voting of the Shares and receipt of dividends and distributions on such Shares shall be subject to the requirements of Section 102 of the ITO.

Section 10 above shall be deleted in its entirety and replaced by the following language:

Address for Notices. Any notice to be given to the Company under the terms of this Agreement shall be addressed to the Company at Autodesk, Inc., 111 McInnis Parkway, San Rafael, CA 94903, or at such other address as the Company may hereafter designate in writing, unless otherwise expressly instructed by the Company or the Trustee with respect to a specific type of notice.

AUTODESK, INC.

2012 OUTSIDE DIRECTOR STOCK PLAN

TERMS AND CONDITIONS OF RESTRICTED STOCK UNITS

(Settled in Shares)

1. Grant. The Company hereby grants to the participant (the "Participant") named in the Notice of Grant of Restricted Stock Units (the "Notice of Grant") under the 2012 Outside Director Stock Plan (the "Plan") the number of Restricted Stock Units indicated on the Notice of Grant, subject to all of the terms and conditions in this Agreement and the Plan, which is incorporated herein by reference. When shares of the Company's Common Stock ("Shares") are issued to Participant in settlement of the Restricted Stock Units, par value shall be deemed paid by Participant for each Restricted Stock Unit by past services rendered by Participant. Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to them in the Plan.

2. Company's Obligation to Settle. Unless and until the Restricted Stock Units shall have vested in the manner set forth in paragraphs 3 or 4 of this Agreement or Section 13 of the Plan, Participant shall have no right to settlement of any such Restricted Stock Units. Prior to actual settlement of any vested Restricted Stock Units, such Restricted Stock Units shall represent an unsecured obligation of the Company. Settlement of any vested Restricted Stock Units will be made in whole Shares only.

3. Vesting Schedule. Except as provided in paragraph 4 of this Agreement and Section 13 of the Plan, and subject to paragraph 5 of this Agreement, the Restricted Stock Units awarded by this Agreement shall vest in accordance with the vesting provisions set forth in the Notice of Grant and in accord with Section 10(a) of the Plan. Restricted Stock Units scheduled to vest on a certain date or upon the occurrence of a certain condition shall vest in accordance with the provisions of this Agreement subject to the Participant's continued service with the Company as an Outside Director.

4. Administrator Discretion. Except to the extent doing so would result in the imposition of additional taxes under Section 409A of the Code, the Administrator, in its discretion, may accelerate the vesting of the balance, or some lesser portion of the balance, of the unvested Restricted Stock Units at any time, subject to the terms of the Plan. If so accelerated, the balance, or such lesser portion of the balance as applicable, of the Restricted Stock Units shall be considered as having vested as of the date specified by the Administrator. It is the intent of this Agreement to comply with or be exempt from the requirements of Section 409A of the Code so that none of the Restricted Stock Units provided under this Agreement or Shares issuable thereunder shall be subject to the additional tax imposed under Section 409A of the Code, and any ambiguities herein shall be interpreted to so comply.

5. Forfeiture upon Termination of Service as an Outside Director. Subject to Section 7, the balance of the Restricted Stock Units that have not vested as of the time of Participant's termination as an Outside Director for any or no reason shall be forfeited and automatically transferred to and reacquired by the Company at no cost to the Company and Participant's right to acquire any Shares hereunder shall immediately terminate.

6. Distribution after Vesting. Any Restricted Stock Units that vest in accordance with the terms of this Agreement and the Plan will be distributed to Participant (or in the event of Participant's death, to his or her estate) in whole Shares as soon as administratively practicable after vesting, subject to the other provisions of this Agreement, but, subject to Applicable Law, in no event later than the 15th day of the third month following the end of (i) the Company's fiscal year in which the Restricted Stock Units vest or (ii) the calendar year in which the Restricted Stock Units vest, whichever is later. Any Restricted Stock Units that

vest in accordance with paragraph 4 will be settled at the time(s) provided in paragraph 4, subject to the other provisions of this Agreement.

7. Disability or Death of Participant

(a) If Participant ceases to be an Outside Director by reason of his or her Disability during the term of this Award, all unvested Restricted Stock Units shall vest in full as of the date of such cessation of service due to such Disability.

(b) In the event of the death of Participant during the term of this Award and while an Outside Director, all unvested Restricted Stock Units shall vest in full as of the date of death. Upon such death, any distribution or delivery to be made to Participant under this Agreement shall be made to Participant's designated beneficiary, provided such beneficiary has been designated prior to Participant's death in a form acceptable to the Administrator or, if no such beneficiary has been designated or survives Participant, the administrator or executor of Participant's estate. Any such transferee must furnish the Company with (a) written notice of his or her status as transferee, and (b) evidence satisfactory to the Company to establish the validity of the transfer and compliance with any laws or regulations pertaining to said transfer.

8. Rights as Stockholder. Subject to Applicable Law, neither Participant nor any person claiming under or through Participant shall have any of the rights or privileges of a stockholder of the Company in respect of any Shares deliverable hereunder unless and until certificates representing such Shares (which may be in book entry form) shall have been issued, recorded on the records of the Company or its transfer agents or registrars, and delivered to Participant. After such issuance, recordation and delivery, Participant shall have all the rights of a stockholder of the Company with respect to voting such Shares and receipt of dividends and distributions on such Shares, subject to Applicable Law.

9. Address for Notices. Any notice to be given to the Company under the terms of this Agreement will be addressed to the Company at Autodesk, Inc., c/o Stock Administrator, **111 McInnis Parkway, San Rafael, CA 94903**, or at such other address as the Company may hereafter designate in writing.

10. Grant is Not Transferable. Except to the limited extent provided in paragraph 7, this Award and the rights and privileges conferred hereby shall not be transferred, assigned, pledged or hypothecated in any way (whether by operation of law or otherwise) and shall not be subject to sale under execution, attachment or similar process. Upon any attempt to transfer, assign, pledge, hypothecate or otherwise dispose of this Award, or any right or privilege conferred hereby, or upon any attempted sale under any execution, attachment or similar process, this Award and the rights and privileges conferred hereby immediately shall become null and void.

11. Binding Agreement. Subject to the limitation on the transferability of this grant contained herein, this Agreement shall be binding upon and inure to the benefit of the heirs, legatees, legal representatives, successors and assigns of the parties hereto.

12. Additional Conditions to Issuance of Stock. The Company shall not be required to issue any certificate or certificates for Shares (in book entry form or otherwise) hereunder prior to fulfillment of all the following conditions: (a) the admission of such Shares to listing on all stock exchanges on which such class of stock is then listed; (b) the completion of any registration or other qualification of such Shares under any Applicable Law or under the rulings or regulations of the Securities and Exchange Commission or any other governmental regulatory body, which the Administrator shall, in its absolute discretion, deem necessary or advisable; (c) the obtaining of any approval or other clearance from any governmental agency, which the

Administrator shall, in its absolute discretion, determine to be necessary or advisable; and (d) the lapse of such reasonable period of time following the date of vesting of the Restricted Stock Units as the Administrator may establish from time to time for reasons of administrative convenience.

If at any time the Company shall determine, in its discretion, that the listing, registration or qualification of the Shares upon any securities exchange or under any state or federal law, or the consent or approval of any governmental regulatory authority is necessary or desirable as a condition to the issuance of Shares to Participant (or his or her estate), such issuance shall not occur unless and until such listing, registration, qualification, consent or approval shall have been effected or obtained free of any conditions not acceptable to the Company. The Company shall make all reasonable efforts to meet the requirements of any such state or federal law or securities exchange and to obtain any such consent or approval of any such governmental authority. Participant's sale of Shares may be subject to any market blackout period that may be imposed by the Company and must comply with the Company's insider trading policies and any other applicable securities laws.

13. Plan Governs. This Agreement is subject to all terms and provisions of the Plan. In the event of a conflict between one or more provisions of this Agreement and one or more provisions of the Plan, the provisions of the Plan shall govern.

14. Administrator Authority. The Administrator shall have the power to interpret the Plan and this Agreement and to adopt such rules for the administration, interpretation and application of the Plan as are consistent therewith and to interpret or revoke any such rules (including, but not limited to, the determination of whether or not any Restricted Stock Units have vested). All actions taken and all interpretations and determinations made by the Administrator in good faith shall be final and binding upon Participant, the Company and all other interested persons. The Administrator shall not be personally liable for any action, determination or interpretation made in good faith with respect to the Plan or this Agreement. The Administrator shall, in its absolute discretion, determine when such conditions have been fulfilled.

15. Electronic Delivery. The Company may, in its sole discretion, decide to deliver any documents related to Restricted Stock Units awarded under the Plan or future Restricted Stock Units that may be awarded under the Plan by electronic means or request Participant's consent to participate in the Plan by electronic means. Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through any on-line or electronic system established and maintained by the Company or another third party designated by the Company.

16. Captions. Captions provided herein are for convenience only and are not to serve as a basis for interpretation or construction of this Agreement.

17. Agreement Severable. In the event that any provision in this Agreement shall be held invalid or unenforceable, such provision shall be severable from, and such invalidity or unenforceability shall not be construed to have any effect on, the remaining provisions of this Agreement.

18. Modifications to the Agreement. This Agreement, the Plan and the Notice of Grant constitute the entire understanding of the parties on the subjects covered. Participant expressly warrants that he or she is not accepting this Agreement in reliance on any promises, representations, or inducements other than those contained herein. Modifications to this Agreement or the Plan can be made only in an express written contract executed by a duly authorized officer of the Company. Notwithstanding anything to the contrary in the Plan or this Agreement, the Company reserves the right to revise this Agreement as it deems necessary or advisable, in its sole discretion and without the consent of Participant, to comply with Section 409A of the Code or to otherwise avoid imposition of any additional tax or income recognition under Section 409A of the Code prior to the actual issuance of Shares pursuant to this Award of Restricted Stock Units.

19. Amendment, Suspension or Termination of the Plan. By accepting this Award, Participant expressly warrants that he or she has received an Award of Restricted Stock Units under the Plan, and has received, read and understood a description of the Plan. Participant understands that the Plan is discretionary in nature and may be amended, suspended or terminated by the Company at any time.

20. Governing Law. This Agreement shall be governed by the laws of the State of California, without giving effect to the conflict of law principles thereof. For purposes of litigating any dispute that arises under this Award of Restricted Stock Units or this Agreement, the parties hereby submit to and consent to the jurisdiction of the State of California, and agree that such litigation shall be conducted in the courts of **Marin County, California**, or the federal courts for the United States for the Northern District of California, and no other courts, where this Award of Restricted Stock Units is made and/or to be performed.

21. Acknowledgements. In accepting this Restricted Stock Unit Award, Participant acknowledges that:

(a) Any notice period mandated under Applicable Laws shall not be treated as continuous service for the purpose of determining the vesting of the Restricted Stock Unit Award; and Participant's right to receive Shares in settlement of the Restricted Stock Unit Award after termination of service, if any, will be measured by the date of termination of Participant's service and will not be extended by any notice period mandated under Applicable Laws. Subject to the foregoing and the provisions of the Plan, the Company, in its sole discretion, shall determine whether Participant's service has terminated and the effective date of such termination.

(b) The Plan is established voluntarily by the Company. It is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time, unless otherwise provided in the Plan and this Agreement.

(c) The grant of this Restricted Stock Unit Award is a one-time benefit which does not create any contractual or other right to receive future grants of Restricted Stock Units, or benefits in lieu of Restricted Stock Units. All decisions with respect to future Restricted Stock Unit grants, if any, will be at the sole discretion of the Company.

(d) Participant's participation in the Plan shall not create a right to continued service with the Company (or any Subsidiary).

(e) Participant is voluntarily participating in the Plan.

(f) The future value of the underlying Shares is unknown and cannot be predicted with certainty. If Participant obtains Shares upon settlement of the Restricted Stock Unit Award, the value of those Shares may increase or decrease.

(g) This Restricted Stock Unit Award has been granted to Participant in Participant's status as an Outside Director of the Company or its Subsidiaries.

(h) Any claims resulting from this Restricted Stock Unit Award shall be enforceable, if at all, against the Company.