

## SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the “Agreement”) is entered into effective as of August 4, 2021 (the “Effective Date”) in San Rafael, California by and between Autodesk, Inc., a Delaware corporation (“Autodesk”), and Dammon Engineering, Inc., a Louisiana corporation (“Dammon Engineering”). Autodesk and Dammon Engineering are sometimes referred to herein each as a “Party” and together as the “Parties.”

### RECITALS

A. Autodesk develops and markets a variety of software products that it licenses to end users (singularly or collectively “Autodesk Products”);

B. Dammon Engineering uses certain Autodesk Products in its business operations on machines capable of accessing, using, or having Autodesk Products installed thereupon, including without limitation personal computers, laptops, plotters, servers, and/or workstations (each, a “Computer”; collectively, “Computers”) and a dispute has arisen regarding the alleged improper use thereof; and

C. The Parties have reached an agreement resolving that dispute and wish to evidence that agreement in writing.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the Parties further agree as follows:

1. Settlement Payment.

On or before the Effective Date, Dammon Engineering shall pay to Autodesk the sum of Seventeen Thousand Seven Hundred Thirty-one Dollars and Forty-nine Cents (\$17,731.49) (the “Settlement Amount”). Dammon Engineering shall pay the Settlement Amount by a wire transfer payable to “Donahue Fitzgerald LLP,” attorneys for Autodesk (“DF”), to be deposited in trust for Autodesk. Autodesk authorizes delivery of the wire transfer to the following:

Mechanics Bank (main office)  
1111 Civic Drive  
Walnut Creek, CA 94596  
Contact: Commercial Treasury Services (925) 256-3002  
Email: CTS@mechanicsbank.com  
ABA Routing #: 121102036  
Account #: 039666727  
Account Name: Donahue Fitzgerald LLP, Trustee (Trustee for Autodesk Trust 1)  
1999 Harrison Street, 26th Floor  
Oakland, CA 94612-3520

2. Software License Acquisition.

Upon receipt and processing of the Settlement Amount, Autodesk shall provide to Dammon Engineering for electronic download three (3) Three-Year Subscription licenses for the

most current version of Autodesk® AutoCAD® - including specialized toolsets AD Commercial New Single-user ELD 3-Year Subscription Commercial New Single-user software. Autodesk will send an Order Processed Email to the email address of the Contract Manager provided in Section 4. *The contract term begins on the date Autodesk sends the Order Processed Email.* Notwithstanding any other provision of this Agreement, if the agreed-upon software is no longer available at the time the order is placed, Autodesk will provide the commercially available equivalent or an alternative of equivalent value. The equivalent product may be more expensive, requiring an adjustment of the number of licenses and/or the term length of the licenses being sent.

3. Destruction of Unauthorized Copies / Unlicensed Media.

Dammon Engineering shall, within ten (10) calendar days of Autodesk sending an email to Dammon Engineering enabling activation of the Single-user licenses for Autodesk® AutoCAD® software being acquired pursuant to Section 2 of this Agreement, uninstall and destroy any unlicensed copies of Autodesk Products, including, without limitation, any unlicensed and/or unauthorized copies of Autodesk® AutoCAD® 2010 software, installed on its Computers.

4. Contact Information.

With regard to the software acquisition set forth in Sections 2 and 5, unless Dammon Engineering otherwise advises DF in writing, the contact information for the Contract Manager at Dammon Engineering whom Autodesk or DF should contact, and to whom Autodesk will provide the software, is:

Name:	<u>David Dammon</u>
Company:	<u>Dammon Engineering, Inc.</u>
Physical Address:	<u>554 Old Spanish Tr.</u>
City, State Zip:	<u>Slidell, LA 70458</u>
Telephone:	<u>(985) 649-5832</u>
Email:	<u>david@dammonengineering.com</u>

5. Future Acquisition of Autodesk Products.

Dammon Engineering agrees that, from the Effective Date until August 4, 2022, Dammon Engineering shall make any and all purchases of licensed Autodesk Products, including for any renewals, directly through DF. Dammon Engineering shall pay the Official Autodesk® Store price at <https://www.autodesk.com/buy-online>, or, if an Official Autodesk® Store price is not available, the most recent suggested retail price used by Autodesk, plus applicable local sales tax, for all such purchases.

6. Representations and Warranties.

Dammon Engineering hereby represents and warrants as follows:

(a) Prior to June 22, 2021, Dammon Engineering had no more than four (4) unlicensed and/or unauthorized installations of Autodesk® AutoCAD® 2010 software, and had no other unlicensed and/or unauthorized copies of any Autodesk Products installed on any Computers owned or operated by Dammon Engineering;

(b) Within ten (10) calendar days of Autodesk sending an email to Dammon Engineering enabling activation of the software described in Section 2 hereof, Dammon Engineering shall not use or install any unauthorized copy of any Autodesk Products on its Computers or simultaneously use, install, or still have installed any one (1) license of any Autodesk Products on more than one (1) Computer, except as expressly authorized in the Autodesk license agreement that governs each respective product (singularly and collectively, the “Autodesk License and Services Agreement”);

(c) Dammon Engineering shall adhere to all terms and conditions of the Autodesk License and Services Agreement that governs each respective product that Dammon Engineering has installed on its Computers; and

(d) Within fifteen (15) days of the one-year anniversary date of the Effective Date, Dammon Engineering shall supply to DF a Certificate of Compliance, substantially in the form of Exhibit A attached hereto.

7. Release.

Conditioned upon the factual accuracy and performance of Dammon Engineering’s representations, warranties, and other obligations set forth herein, Autodesk hereby releases and forever discharges Dammon Engineering, its officers, directors, employees, agents, attorneys, and assigns of and from any and all actions, causes of action, claims, demands, damages, and costs relating to the unauthorized copying and use of Autodesk® AutoCAD® 2010 software on Dammon Engineering’s Computers through and including the Effective Date. This Agreement shall not extend, however, to any claim by Autodesk that Dammon Engineering or its principals, agents, or employees have engaged in the sale, rental and/or distribution of any Autodesk Products to any person or entity not affiliated with Dammon Engineering, or that any proprietary right of Autodesk has been infringed by the incorporation of any Autodesk Products, or any part thereof, into any other software product used, produced or sold by Dammon Engineering or its principals, agents, or employees.

8. Miscellaneous.

8.1 Fees. If litigation is commenced in connection with this Agreement, the prevailing Party (as determined by the adjudicator) in any such action shall be entitled to an award of its reasonable attorney’s and witness fees and court and other direct costs (collectively “Fees”). Dammon Engineering shall also reimburse Autodesk for all Fees incurred in collecting any payment from Dammon Engineering pursuant to this Agreement.

8.2 Jurisdiction. This Agreement shall be exclusively governed by and construed in accordance with California law without reference to its conflicts of law rules. The United States District Court for the Northern District of California, or the appropriate state court located in Marin County, California, shall have exclusive jurisdiction over any legal action or proceeding

arising out of or relating to this Agreement. For any action or proceeding that arises out of or relates to this Agreement, each of the undersigned expressly consents to the *in personam* jurisdiction and venue of each court specified in this Section and hereby expressly waives any objection to same. No action brought by Autodesk for breach of this Agreement shall be limited to breach of contract remedies and Autodesk may also bring any other cause of action or claim for relief under state and/or federal law that would otherwise be available to it, regardless whether the Parties entered into this Agreement, and may seek and obtain any and all proper monetary and/or equitable relief, including, without limitation, injunctive relief.

8.3 Severability, Waiver and Survival. If any term of this Agreement is held invalid, illegal, or unenforceable by a court of competent jurisdiction, that term shall be severed from this Agreement and the remaining terms shall continue in full force. No delay, omission, or failure by Autodesk to exercise any right or remedy provided to it in this Agreement shall be deemed to constitute waiver or acquiescence, and Autodesk may exercise such right or remedy in the manner it deems expedient. Any Agreement provision that may reasonably be interpreted as being intended by the Parties to survive this Agreement's termination or expiration shall survive any such termination or expiration.

8.4 Interpretation. This Agreement shall be construed within its fair meaning and in interpreting this Agreement no inference shall be drawn against the drafting party. Headings, the title of this Agreement, and the terms used to reference each Party as used in this Agreement are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section or in any way affect this Agreement.

8.5 Counterparts; Electronic Signatures and Delivery. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties agree that electronic signatures of the Parties shall have the same force and effect as original signatures. Delivery of a copy of this Agreement by facsimile, electronic mail as an attached file (e.g. .pdf), or by any other electronic means (e.g. DocuSign) shall be acceptable to bind the Parties and shall not in any way affect this Agreement's validity.

8.6 Entire Agreement. This Agreement, which includes each exhibit attached hereto and hereby incorporated by reference, sets forth the Parties' entire agreement and understanding relating to its subject matter and merges and supersedes all prior agreements, writings, commitments, discussions and understandings between them. The Agreement's terms are contractual and not mere recitals. No amendment or modification may be made to this Agreement unless it is in writing and signed by each Party.

8.7 Binding Agreement. The terms and provisions of this Agreement shall be binding upon, and shall inure to the benefit of, the Parties and their respective successors, transferees and permitted assigns. Notwithstanding the foregoing, this Agreement is not a third party beneficiary contract and shall not be construed to be for any third party's benefit, and no third party shall have any claim or right of action hereunder.

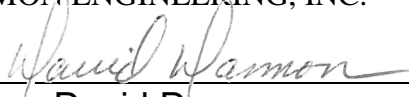
8.8 Independent Investigation. Each Party: (i) has read and understood this Agreement and agrees to all of its terms and conditions; (ii) independently evaluated the

desirability of entering into this Agreement and is not relying on any representation, guarantee or statement other than as set forth herein; and (iii) has been afforded the opportunity to seek the advice of legal counsel regarding its rights and obligations set forth in this Agreement and has either sought or refused such counsel and accordingly has negotiated this Agreement either on its own or through its respective counsel.

IN WITNESS WHEREOF, each Party executes this Agreement either personally or by a duly authorized representative and agrees to be bound by this Agreement's terms and conditions.

DAMMON ENGINEERING, INC.

AUTODESK, INC.

By:   
Name: David Dammon  
Title: President  
Date: 7/29/2021

By: \_\_\_\_\_  
Dana Linker Steele  
Director and Senior Corporate Counsel  
Date: \_\_\_\_\_