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**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)

**August 27, 2018**

**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))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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**Item 5.02 (e) Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

**Adoption of Severance Plan**

On August 27, 2018, the Compensation and Human Resources Committee (the “Committee”) of the Board of Directors of (the “Board”) the Autodesk, Inc. (the “Company”) adopted the Autodesk Inc. Severance Plan (the “Autodesk Severance Plan”). The Autodesk Severance Plan is intended to provide certain severance benefits to Eligible Employees (as defined below). Each of the Company’s executive officers and senior vice presidents who are designated by the Committee to participate in the Autodesk Severance Plan are eligible for benefits under the Plan (the “Eligible Employee”). As of August 27, 2018, each of the Company’s executive officers (other than the Company’s Chief Executive Officer) have been designated by the Committee as Eligible Employees under the Autodesk Severance Plan.

*Severance Benefits*

If an Eligible Employee’s employment is terminated without Cause (as defined in the Plan), or if an Eligible Employee terminates his or her employment for Good Reason (as defined in the Plan), collectively (“Involuntary Termination”) then, in addition to payment of accrued base salary and vacation and any previously awarded but unpaid bonus, the Eligible Employee shall be eligible to receive the following benefits under the Autodesk Severance Plan:

- a lump sum payment equal to the sum of (A) one and one-half (1.5) times the Eligible Employee’s base pay as in effect on the date of termination, and (B) one and one-half (1.5) times the Eligible Employee’s target annual cash bonus incentive amount under the Company’s annual cash bonus incentive plan applicable to Eligible Employee as in effect on the date of termination;
- accelerated vesting of the Eligible Employee’s time-based restricted stock units that would have become vested had the Eligible Employee remained continuously employed by the Company for an additional twelve (12) months following the termination;
- continued vesting of the Eligible Employee’s performance-based restricted stock units that would have become vested had the Eligible Employee remained continuously employed by the Company for an additional twelve (12) months following the termination, based on the extent to which the underlying performance criteria, with respect to such awards, are satisfied for such performance period;
- a taxable lump sum payment in an amount equal to twelve (12) times the monthly premium that the Eligible Employee would be required to pay to continue their group health coverage if the Eligible Employee had made a timely election under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended; and
- Company-provided outplacement services in accordance with the Company’s then-applicable outplacement service program or arrangements for eighteen (18) months immediately following the date of termination.

*Internal Revenue Code Section 280G*

The Plan does not provide for any excise tax payment. In the event that any payment or benefit payable to an Eligible Employee under the Autodesk Severance Plan would result in the imposition of excise taxes under the “golden parachute” provisions of Section 280G of the Internal Revenue Code of 1986, as amended, then such payments and benefits will either be made and/or provided in full or shall be reduced such that the excise tax under Section 280G is not applicable, whichever is least economically disadvantageous to the Eligible Employee.

*Conditions to Receipt of Severance*

All payments and other benefits under the Autodesk Severance Plan are subject to applicable withholding obligations, the Eligible Employee’s granting of a release of all claims, and compliance with certain non-disparagement, non-solicitation and confidentiality covenants.

*Term*

The Autodesk Severance Plan will terminate automatically upon the completion of all payments (if any) under the terms of the Autodesk Severance Plan. The Board may terminate or amend the Autodesk Severance Plan at any time, in writing, without advance notice to any Eligible Employee. The Company may not, without an Eligible Employee’s written consent, amend or terminate the Autodesk Severance Plan in any way, nor take any other action, that (i) prevents that Eligible Employee from becoming eligible for the severance benefits under the Plan, or (ii) reduces or alters, to the detriment of the Eligible

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Employee, the severance benefits payable, or potentially payable, to an Eligible Employee under the Autodesk Severance Plan (including, without limitation, imposing additional conditions).

The foregoing summary of the Autodesk Severance Plan is a general description only and is qualified in its entirety by reference to the full text of the Autodesk Severance Plan, which is filed as Exhibit 99.1 to this Current Report, and is incorporated herein by reference.

**Item 9.01. Financial Statements and Exhibits.**

**(d) Exhibits.**

Exhibit No.    Description

99.1\*            [Autodesk, Inc. Severance Plan dated August 27, 2018](#)

\* Denotes a management contract or compensatory plan or arrangement.

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**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/ R. Scott Herren

**R. Scott Herren**  
**SVP and Chief Financial Officer (Principal Financial and**  
**Accounting Officer)**

Date: August 30, 2018

**AUTODESK, INC.  
SEVERANCE PLAN  
AND SUMMARY PLAN DESCRIPTION**

1. **Introduction.** The purpose of the Autodesk, Inc. Severance Plan (the “**Plan**”) is to provide assurances of specified benefits to employees of the Company whose employment is subject to being involuntarily terminated other than for death, Disability, or Cause or voluntarily terminated for Good Reason under the circumstances described in the Plan. This Plan is an “employee benefit plan,” as defined in Section 3(3) of ERISA. This Plan is governed by ERISA and, to the extent applicable, the laws of the State of Delaware. This document constitutes both the written instrument under which the Plan is maintained and the required summary plan description for the Plan.

2. **Important Terms.** The following words and phrases, when the initial letter of the term is capitalized, will have the meanings set forth in this Section 2, unless a different meaning is plainly required by the context:

2.1. “**Administrator**” means the Company, acting through the Compensation Committee or another duly constituted committee of members of the Board, or any person to whom the Administrator has delegated any authority or responsibility with respect to the Plan pursuant to Section 11, but only to the extent of such delegation.

2.2. “**Base Pay**” means an Eligible Employee’s annualized base salary in effect immediately prior to the termination of employment (or if the termination is due to Good Reason based on a material reduction in total annual target cash compensation under Section 2.13, then the Eligible Employee’s annualized base salary in effect immediately prior to such reduction).

2.3. “**Board**” means the Board of Directors of the Company.

2.4. “**Cause**” means the disinterested members of the Board, on a reasonable and good faith basis, determine based upon a three-quarters majority (after reasonable notice is provided to Eligible Employee and Eligible Employee is given an opportunity, together with counsel, to be heard before the Board) that any of the following events or contingencies exists or has occurred:

- (i) Eligible Employee’s willful and material violation of the Company’s Code of Business Conduct (including by way of example, material acts of embezzlement, fraud, dishonesty, sexual harassment and unauthorized use of the Company’s confidential information, intellectual property or assets);
- (ii) the conviction of Eligible Employee for having committed a felony;
- (iii) a breach by Eligible Employee of Eligible Employee’s fiduciary duties and responsibilities to the Company that has a material adverse effect on the Company’s business, operations, prospects or reputation;
- (iv) Eligible Employee’s gross negligence or bad faith that has a material adverse effect on the Company; or
- (v) the willful and repeated failure (other than due to death or disability) of Eligible Employee to perform reasonable duties and responsibilities as an Employee to the reasonable satisfaction of a duly authorized representative of the Company after the Eligible Employee has received a written demand for

performance from the Company which specifically sets forth the factual basis for the Company's belief that the Eligible Employee has failed to perform satisfactorily; provided that if any of the foregoing events is capable of being cured, the Company will provide written notice to Eligible Employee describing the nature of such event and Eligible Employee will thereafter have thirty (30) days to cure such event.

For purposes of this Plan, no act or failure to act shall be deemed to be "willful" unless done, or failed to be done, intentionally and in bad faith. 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 Eligible Employee's employment, but it is an exclusive list of the acts or omissions that shall be considered "Cause" for the termination of Eligible Employee's employment with the Company.

2.5. "**Code**" means the Internal Revenue Code of 1986, as amended.

2.6. "**Company**" means Autodesk, Inc., a Delaware corporation, and any successor that assumes the obligations of the Company under the Plan, by way of merger, acquisition, consolidation or other transaction.

2.7. "**Compensation Committee**" means the Compensation and Human Resources Committee of the Board.

2.8. "**Confidential Information**" means information (including combinations of individual items of information) that the Company has or will develop, acquire, create, compile, discover, or own, that has value in or to Company's business that is not generally known, and that the Company wishes to maintain as confidential. "Confidential Information" includes both information disclosed by the Company to Eligible Employee and information developed or learned by Eligible Employee during the course of employment with the Company. "Confidential Information" also includes all information of which the unauthorized disclosure could be detrimental to the interests of the Company, whether or not the information is identified as Confidential Information. "Confidential Information" includes non-public information that relates to the actual or anticipated business or products, research, or development of the Company, or to the Company's technical data, trade secrets, or know-how, including research, product plans, or other information regarding the Company's products, services, markets, customer lists, and customers (including customers of the Company on which Eligible Employee called or with which Eligible Employee may become acquainted during the term of Eligible Employee's employment), software, developments, inventions, discoveries, ideas, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, and other business information disclosed by the Company either directly or indirectly in writing, orally or by drawings or inspection of premises, parts, equipment, or other Company property. "Confidential Information" does not include any information that (a) was publicly known or made generally available prior to the time of disclosure by the Company to you; (b) becomes publicly known or made generally available after disclosure by the Company to you through no wrongful action or omission by Eligible Employee; or (c) is in Eligible Employee's rightful possession, without confidentiality obligations, at the time of disclosure by the Company as shown by Eligible Employee's then-contemporaneous written records, except that any combination of individual items of information shall not be deemed to be within any of those exceptions merely because one or more of the individual items are within that exception, unless the combination as a whole is within that exception.

2.9. "**Disability**" means a total and permanent disability as defined in Section 22(e)(3) of the Code unless the Company maintains a long-term disability plan at the time of the Eligible

Employee's termination, in which case the determination of disability under such plan also will be considered "Disability" for purposes of this Plan.

2.10. "**Effective Date**" is August 27, 2018.

2.11. "**Eligible Employee**" means any Executive Officer or Senior Vice President of the Company who is designated in writing by the Administrator as an Eligible Employee under the Plan. For the avoidance of doubt, a Vice President of the Company who is not an Executive Officer shall not be an Eligible Employee.

2.12. "**ERISA**" means the Employee Retirement Income Security Act of 1974, as amended.

2.13. "**Good Reason**" means without the Eligible Employee's written consent, one or more of the following:

- (a) a material reduction in the Eligible Employee's title or role in effect as of the date hereof as the same may be increased from time to time;
- (b) a reduction in the Eligible Employee's total annual target cash compensation (Base Pay plus target annual cash bonus incentive amount) in effect as of the date hereof as the same may be increased from time to time, other than a reduction that is applied to substantially all of the Company's senior executives and does not exceed 15% of Eligible Employee's Base Pay;
- (c) the material relocation of the Eligible Employee's principal place of performing his or her duties as an employee of the Company by more than thirty (30) miles (it being understood that any such relocation by more than thirty (30) miles shall be deemed by the Company to be material); or
- (d) the Company's material breach of the terms of any material written agreement or covenant with the Eligible Employee related to the Eligible Employee's provision of services to the Company.

Notwithstanding the foregoing, an event described in this Section shall not constitute Good Reason unless it is communicated by the Eligible Employee to the Company in writing within ninety (90) days after the initial occurrence of the event and is not corrected by the Company in a manner which is reasonably satisfactory (not to be unreasonably withheld) to such Eligible Employee (including full retroactive correction with respect to any reduction in Base Pay) within thirty (30) days of the Company's receipt of such written notice. If the event is cured, the Eligible Employee shall not have the right to resign with Good Reason with respect to such event.

2.14. "**Involuntary Termination**" means a termination of employment of an Eligible Employee under the circumstances described in Section 4.

2.15. "**Section 409A Limit**" means two (2) times the lesser of: (i) the Eligible Employee's annualized compensation based upon the annual rate of pay paid to the Eligible Employee during the Eligible Employee's taxable year preceding the Eligible Employee's taxable year of the Eligible Employee's termination of employment as determined under, and with such adjustments as are set forth in, Treasury Regulation 1.409A-1(b)(9)(iii)(A)(1) and any Internal Revenue Service guidance issued with respect

thereto; or (ii) the maximum amount that may be taken into account under a qualified plan pursuant to Section 401(a)(17) of the Code for the year in which the Eligible Employee's employment is terminated.

2.16. "**Severance Benefits**" means the compensation and other benefits that the Eligible Employee will be provided in the circumstances described in Section 4.

2.17. "**Severance Term**" means the eighteen (18) month period immediately following an Eligible Employee's Involuntary Termination.

2.18. "**Territory**" means (a) all counties in the State of California, (b) all other states of the United States of America; and (c) all other countries of the world; provided that, with respect to clauses (b) and (c), the Company maintains operations, facilities, or customers in such geographic area prior to the date of the termination of the Eligible Employee's relationship with the Company.

3. **Eligibility for Severance Benefits.** An individual is eligible for Severance Benefits under the Plan, as described in Section 6, only if he or she is an Eligible Employee on the date he or she experiences an Involuntary Termination.

#### 4. **Involuntary Termination.**

4.1. In the event Eligible Employee's employment with the Company terminates for any reason, he or she will be entitled to any (a) unpaid Base Pay 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 or her 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 Eligible Employee and (e) unreimbursed business expenses required to be reimbursed to Eligible Employee.

4.2. If the Company (or any parent or subsidiary of the Company) terminates the Eligible Employee's employment for a reason other than Cause and other than the Eligible Employee's death or Disability or if the Eligible Employee resigns for Good Reason, subject to the Eligible Employee's compliance with Section 6 and the payment timing provisions of Section 7, then in addition to the amounts described in Section 4.1 the Eligible Employee will receive the following Severance Benefits from the Company:

4.2.1. **Cash Severance Benefits.** A lump-sum cash payment equal to the sum of (a) one and one-half (1.5) times the Eligible Employee's Base Pay and (b) one and one-half (1.5) times the Eligible Employee's target annual cash bonus incentive amount under the Company's annual cash bonus incentive plan applicable to Eligible Employee as in effect as of the Eligible Employee's Involuntary Termination.

4.2.2. **Time-Based Restricted Stock Unit Vesting Acceleration.** Eligible Employees' then outstanding Company restricted stock units, other than Company restricted stock units that would otherwise vest in whole or in part only upon satisfaction of performance criteria, will accelerate and become vested with respect to that number of shares subject thereto for which such restricted stock units would have become vested had Eligible Employee remained continuously employed by the Company for an additional twelve (12) months following his or her Involuntary Termination. Any Company restricted stock units that remain unvested after application of this Section 4.2.2 shall immediately be forfeited and cancelled for no additional consideration upon Eligible Employee's termination of employment with the Company.



4.2.3. **Performance-Based Restricted Stock Units Vesting Acceleration.** Eligible Employees' then outstanding Company restricted stock units that would otherwise vest in whole or in part only upon satisfaction of performance criteria shall become vested as if Eligible Employee had remained continuously employed by the Company through the end of the twelve (12) month performance period in which Eligible Employee's employment is terminated, based on the extent, if any, that the underlying performance criteria with respect to such awards are satisfied for such performance period (and the remainder of such restricted stock units that do not become vested pursuant to this Section 4.2.3, if any, shall be forfeited and cancelled for no additional consideration).

4.2.4. **Special Payment Based on Estimated COBRA Premiums for Continued Group Health Plan Coverage.** On the date of the Eligible Employee's Involuntary Termination, if the Eligible Employee and any eligible dependent(s) are covered under a group health plan sponsored by the Company, the Eligible Employee will receive a taxable lump sum payment in an amount equal to twelve times the monthly premium that the Eligible Employee would be required to pay to continue such group health coverage if the Eligible Employee had made a timely election under the Consolidated Omnibus Budget Reconciliation Act ("COBRA"). The payment will be calculated based on the applicable premium for the first month of COBRA coverage, which payment will be made regardless of whether the Eligible Employee actually elects COBRA continuation coverage (the "Special Payment"). The amount of the Special Payment will also include an estimated tax-gross up as determined at the sole discretion of the Company. The Special Payment will be paid in accordance with Section 7 of this Plan. For purposes of clarification, this Plan does not provide for any continuation coverage under any of the Company's group health plans other than through COBRA and it is the sole responsibility of the Participant to timely elect and pay for COBRA coverage.

4.2.5. **Outplacement.** During the Severance Term, Eligible Employee shall receive Company-provided outplacement services in accordance with the Company's then applicable outplacement service program or arrangement(s).

5. **Limitation on Payments.** In the event that the payments and benefits provided for in the Plan or other payments and benefits payable or provided to the Eligible Employee (i) constitute "parachute payments" within the meaning of Section 280G of the Code and (ii) but for this Section 5, would be subject to the excise tax imposed by Section 4999 of the Code, then the Eligible Employee's payments and benefits under the Plan or other payments or benefits (the "**280G Amounts**") will be either:

(a) delivered in full; or

(b) delivered as to such lesser extent that would result in no portion of the 280G Amounts being subject to the excise tax under Section 4999 of the Code; whichever of the foregoing amounts, taking into account the applicable federal, state and local income taxes and the excise tax imposed by Section 4999, results in the receipt by the Eligible Employee on an after-tax basis, of the greatest amount of 280G Amounts, notwithstanding that all or some portion of the 280G Amounts may be taxable under Section 4999 of the Code.

5.1. **Reduction Order.** In the event that a reduction of 280G Amounts is made in accordance with Section 5, the reduction will occur, with respect to the 280G Amounts considered parachute payments within the meaning of Section 280G of the Code, in the following order:

(a) reduction of cash payments in reverse chronological order (that is, the cash payment owed on the latest date following the occurrence of the event triggering the excise tax will be the first cash payment to be reduced);

(b) cancellation of equity awards that were granted “contingent on a change in ownership or control” within the meaning of Code Section 280G;

(c) reduction of the accelerated vesting of equity awards in the reverse order of date of grant of the awards (i.e., the vesting of the most recently granted equity awards will be cancelled first); and

(d) reduction of employee benefits in reverse chronological order (i.e., the benefit owed on the latest date following the occurrence of the event triggering the excise tax will be the first benefit to be reduced).

In no event will the Eligible Employee have any discretion with respect to the ordering of payment reductions.

**5.2. Nationally Recognized Firm Requirement.** Unless the Company and the Eligible Employee otherwise agree in writing, any determination required under this Section 5 will be made in writing by a nationally recognized accounting or valuation firm (the “**Firm**”) selected by the Administrator, whose determination will be conclusive and binding upon the Eligible Employee and the Company for all purposes. For purposes of making the calculations required by this Section 5, the Firm may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of Sections 280G and 4999 of the Code. The Company and the Eligible Employee will furnish to the Firm such information and documents as the Firm may reasonably request in order to make a determination under this Section 5. The Company will bear all costs for payment of the Firm’s services in connection with any calculations contemplated by this Section 5.

**6. Conditions to Receipt of Severance.** Eligible Employee is required to comply with all the conditions set forth in this Section 6 to receive Severance Benefits under the Plan.

**6.1. Release Agreement.** As a condition to receiving the Severance Benefits under this Plan, each Eligible Employee will be required to sign and not revoke a separation and release of claims agreement (the “**Release**”). In all cases, the Release must become effective and irrevocable no later than the sixtieth (60th) day following the Eligible Employee’s Involuntary Termination (the “**Release Deadline Date**”). If the Release does not become effective and irrevocable by the Release Deadline Date, the Eligible Employee will forfeit any right to the Severance Benefits. In no event will the Severance Benefits be paid or provided until the Release becomes effective and irrevocable.

**6.2. Non-Solicitation.**

As a condition of receiving the Severance Benefits under the Plan, and in order to protect Confidential Information, each Eligible Employee will not, either directly or indirectly, during the Severance Term solicit, induce, recruit, or encourage any of the Company’s employees to leave their employment, or attempt to solicit, induce, recruit, encourage, or take away the Company employees.

**6.2.1. Severability.** The covenants contained in Section 6.2 shall be construed as a series of separate covenants, one for each city, county and state of any geographic area in the Territory. Except for geographic coverage, each such separate covenant shall be deemed identical in terms to the covenant contained in subsection 6.2.1 above. If, in any judicial or arbitration proceeding, a court or arbitrator refuses to enforce any of such separate covenants (or any part thereof), then such unenforceable covenant (or such part) shall be eliminated

from this agreement to the extent necessary to permit the remaining separate covenants (or portions thereof) to be enforced. In the event the provisions of subsection 6.2.1 above are deemed to exceed the time, geographic, or scope limitations permitted by applicable law, then such provisions shall be reformed by the court or arbitrator to cover the maximum time, geographic, or scope limitations, as the case may be, then permitted by such law.

6.2.2. **Reasonableness.** The nature of the Company's business is such that if Eligible Employee were to become employed by, or substantially involved in, the business of a competitor to the Company, it would be difficult not to rely on or use Confidential Information. Therefore, Eligible Employee enters into this Agreement to reduce the likelihood of disclosure of Confidential Information, as well as to protect the value and goodwill of the Company. Eligible Employee acknowledges that the limitations of time, geography, and scope of activity agreed to above are reasonable because, among other things, (a) the Company is engaged in a highly competitive industry, (b) Eligible Employee will have access to Confidential Information, including, but not limited to, the Company's trade secrets, know-how, plans, and strategy (and, in particular, the competitive strategy of the Company), (c) in the event Eligible Employee's employment with the Company ends, Eligible Employee will be able to obtain suitable and satisfactory employment in Eligible Employee's chosen profession without violating this Agreement, and (d) these limitations are necessary to protect Confidential Information and the goodwill of the Company.

6.3. **Non-Disparagement.** During the Severance Term, Eligible Employee agrees to refrain from any disparagement, defamation, libel, or slander of the Company, and agrees to refrain from any tortious interference with the contracts and relationships of the Company. For the avoidance of doubt, reports to, or responses to inquiries by, auditors, the Company's Board of Directors, the audit committee, or any government agency, as long as such reports or responses are truthful, shall not constitute disparagement.

6.4. **Other Requirements.** An Eligible Employee's receipt of Severance Benefits will be subject to the Eligible Employee continuing to comply with the provisions of this Section 6 and the terms of any confidentiality, proprietary information and inventions agreement with the Company, including any non-competition and non-solicitation covenants contained therein (which are additional obligations, and not replaced by the provisions of this Section 6), and such other appropriate agreements between the Eligible Employee and the Company. Severance Benefits under this Plan will terminate immediately for an Eligible Employee if the Eligible Employee, at any time, violates any such agreement and/or the provisions of this Section 6.

6.5. **Whistleblower Protection.** Notwithstanding anything to the contrary in this Plan or in any Release contemplated under Section 6, pursuant to 18 U.S.C. § 1833(b), the Eligible Employee understands that the Eligible Employee will not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret of the Company that (i) is made (A) in confidence to a Federal, State, or local government official, either directly or indirectly, or to the Eligible Employee's attorney and (B) solely for the purpose of reporting and investigating a suspected violation of law; or (ii) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding. The Eligible Employee understands that if the Eligible Employee files a lawsuit for retaliation by the Company for reporting a suspected violation of law, the Eligible Employee may disclose the trade secret to the Eligible Employee's attorney and use the trade secret information in the court proceeding if the Eligible Employee (x) files any document containing the trade secret under seal, and (y) does not disclose the trade secret, except pursuant to court order. Nothing in this Plan, any Release contemplated under Section 6, or any other agreement that the Eligible Employee has with the Company is intended to conflict with 18 U.S.C. § 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by such section. Further, nothing in this Plan, any

Release contemplated under Section 6 or any other agreement that the Eligible Employee has with the Company shall prohibit or restrict the Eligible Employee from making any voluntary disclosure of information or documents concerning possible violations of law to, or seek a whistleblower award from, any governmental agency or legislative body, or any self-regulatory organization, in each case, without advance notice to the Company.

7. **Timing of Severance Benefits.** Provided that the Release becomes effective and irrevocable by the Release Deadline Date and subject to Section 9, the severance payments and benefits under this Plan will be paid, or in the case of installments, will commence, on the Release Deadline Date (such payment date, the “**Severance Start Date**”), and any severance payments or benefits otherwise payable to the Eligible Employee during the period immediately following the Eligible Employee’s termination of employment with the Company through the Severance Start Date will be paid in a lump sum to the Eligible Employee on the Severance Start Date, with any remaining payments to be made as provided in this Plan.

8. **Non-Duplication of Benefits; Survival of Other Benefits.** Notwithstanding any other provision in the Plan to the contrary, if the Eligible Employee is entitled to any severance, change in control, retirement or similar benefits outside of the Plan by operation of applicable law or under another Company-sponsored plan, policy, contract, or arrangement, his or her benefits under the Plan will be reduced by the value of the severance, change in control or similar benefits that the Eligible Employee receives by operation of applicable law or under any Company-sponsored plan, policy, contract, or arrangement, all as determined by the Administrator in its discretion. Subject to the foregoing, this Plan is not intended to amend, modify, terminate, or supersede any severance, change in control or similar benefits provided under any contract with any Eligible Employee, and to the extent any such contract offers severance, change in control or similar benefits that are more advantageous to the Eligible Employee than the terms hereof, such Eligible Employee shall continue to be entitled to such benefits.

#### 9. **Section 409A.**

9.1. Notwithstanding anything to the contrary in this Plan, no severance payments or benefits to be paid or provided to an Eligible Employee, if any, under this Plan that, when considered together with any other severance payments or separation benefits, are considered deferred compensation under Section 409A of the Code and the final regulations and any guidance promulgated thereunder (“**Section 409A**”) (together, the “**Deferred Payments**”) will be paid or provided until the Eligible Employee has a “separation from service” within the meaning of Section 409A. Similarly, no severance payable to an Eligible Employee, if any, under this Plan that otherwise would be exempt from Section 409A pursuant to Treasury Regulation Section 1.409A-1(b)(9) will be payable until the Eligible Employee has a “separation from service” within the meaning of Section 409A.

9.2. It is intended that none of the severance payments or benefits under this Plan will constitute Deferred Payments but rather will be exempt from Section 409A as a payment that would fall within the “short-term deferral period” as described in Section 9.4 below or resulting from an involuntary separation from service as described in Section 9.5 below. In no event will an Eligible Employee have discretion to determine the taxable year of payment of any Deferred Payment.

9.3. Notwithstanding anything to the contrary in this Plan, if an Eligible Employee is a “specified employee” within the meaning of Section 409A at the time of the Eligible Employee’s separation from service (other than due to death), then the Deferred Payments, if any, that are payable within the first six (6) months following the Eligible Employee’s separation from service, will become payable on the date six (6) months and one (1) day following the date of the Eligible Employee’s separation from service. All

subsequent Deferred Payments, if any, will be payable in accordance with the payment schedule applicable to each payment or benefit. Notwithstanding anything herein to the contrary, in the event of the Eligible Employee's death following the Eligible Employee's separation from service, but before the six (6) month anniversary of the separation from service, then any payments delayed in accordance with this paragraph will be payable in a lump sum as soon as administratively practicable after the date of the Eligible Employee's death and all other Deferred Payments will be payable in accordance with the payment schedule applicable to each payment or benefit. Each payment and benefit payable under this Plan is intended to constitute a separate payment under Section 1.409A-2(b)(2) of the Treasury Regulations.

9.4. Any amount paid under this Plan that satisfies the requirements of the "short-term deferral" rule set forth in Section 1.409A-1(b)(4) of the Treasury Regulations will not constitute Deferred Payments for purposes of Section 9.1 above.

9.5. Any amount paid under this Plan that qualifies as a payment made as a result of an involuntary separation from service pursuant to Section 1.409A-1(b)(9)(iii) of the Treasury Regulations that does not exceed the Section 409A Limit will not constitute Deferred Payments for purposes of Section 9.1 above.

9.6. The foregoing provisions are intended to comply with or be exempt from the requirements of Section 409A so that none of the payments and benefits to be provided under the Plan will be subject to the additional tax imposed under Section 409A, and any ambiguities herein will be interpreted to so comply or be exempt. Notwithstanding anything to the contrary in the Plan, including, but not limited to, Sections 12 and 15, the Company reserves the right to amend the Plan as it deems necessary or advisable, in its sole discretion and without the consent of the Eligible Employees, to comply with Section 409A or to avoid income recognition under Section 409A prior to the actual payment of benefits under the Plan or imposition of any additional tax. In no event will the Company reimburse an Eligible Employee for any taxes that may be imposed on the Eligible Employee as a result of Section 409A.

10. **Withholdings.** The Company will withhold from any payments or benefits under the Plan all applicable U.S. federal, state, local and non-U.S. taxes required to be withheld and any other required payroll deductions.

11. **Administration.** The Company is the administrator of the Plan (within the meaning of Section 3(16)(A) of ERISA). The Plan will be administered and interpreted by the Administrator (in his or her sole discretion). The Administrator is the "named fiduciary" of the Plan for purposes of ERISA and will be subject to the fiduciary standards of ERISA when acting in such capacity. Any decision made or other action taken by the Administrator with respect to the Plan, and any interpretation by the Administrator of any term or condition of the Plan, or any related document, will be conclusive and binding on all persons and be given the maximum possible deference allowed by law. In accordance with Section 2.1, the Administrator (a) may, in its sole discretion and on such terms and conditions as it may provide, delegate in writing to one or more officers of the Company all or any portion of its authority or responsibility with respect to the Plan, and (b) has the authority to act for the Company (in a non-fiduciary capacity) as to any matter pertaining to the Plan; provided, however, that any Plan amendment or termination or any other action that reasonably could be expected to increase materially the cost of the Plan must be approved by the Board.

12. **Eligibility to Participate.** To the extent that the Administrator has delegated administrative authority or responsibility to one or more officers of the Company in accordance with Sections 2.1 and 11, each such officer will not be excluded from participating in the Plan if otherwise eligible, but he or she is not entitled to act

upon or make determinations regarding any matters pertaining specifically to his or her own benefit or eligibility under the Plan. The Administrator will act upon and make determinations regarding any matters pertaining specifically to the benefit or eligibility of each such officer under the Plan.

13. **Term.** The Plan will become effective upon the Effective Date and will terminate automatically upon the completion of all payments (if any) under the terms of the Plan.

14. **Amendment or Termination.** The Company, by action of the Administrator, reserves the right to amend or terminate the Plan at any time, without advance notice to any Eligible Employee and without regard to the effect of the amendment or termination on any Eligible Employee or on any other individual. Any amendment or termination of the Plan will be in writing. Notwithstanding the foregoing, the Company may not, without an Eligible Employee's written consent, amend or terminate the Plan in any way, nor take any other action, that (i) prevents that Eligible Employee from becoming eligible for the Severance Benefits under the Plan, or (ii) reduces or alters to the detriment of the Eligible Employee the Severance Benefits payable, or potentially payable, to an Eligible Employee under the Plan (including, without limitation, imposing additional conditions). Any action of the Company in amending or terminating the Plan will be taken in a non-fiduciary capacity.

#### 15. **Claims and Appeals.**

15.1. **Claims Procedure.** Any employee or other person who believes he or she is entitled to any payment under the Plan may submit a claim in writing to the Administrator within ninety (90) days of the earlier of (i) the date the claimant learned the amount of his or her benefits under the Plan or (ii) the date the claimant learned that he or she will not be entitled to any benefits under the Plan. If the claim is denied (in full or in part), the claimant will be provided a written notice explaining the specific reasons for the denial and referring to the provisions of the Plan on which the denial is based. The notice also will describe any additional information needed to support the claim and the Plan's procedures for appealing the denial. The denial notice will be provided within ninety (90) days after the claim is received. If special circumstances require an extension of time (up to ninety (90) days), written notice of the extension will be given within the initial ninety (90) day period. This notice of extension will indicate the special circumstances requiring the extension of time and the date by which the Administrator expects to render its decision on the claim.

15.2. **Appeal Procedure.** If the claimant's claim is denied, the claimant (or his or her authorized representative) may apply in writing to the Administrator for a review of the decision denying the claim. Review must be requested within sixty (60) days following the date the claimant received the written notice of their claim denial or else the claimant loses the right to review. The claimant (or representative) then has the right to review and obtain copies of all documents and other information relevant to the claim, upon request and at no charge, and to submit issues and comments in writing. The Administrator will provide written notice of its decision on review within sixty (60) days after it receives a review request. If additional time (up to sixty (60) days) is needed to review the request, the claimant (or representative) will be given written notice of the reason for the delay. This notice of extension will indicate the special circumstances requiring the extension of time and the date by which the Administrator expects to render its decision. If the claim is denied (in full or in part), the claimant will be provided a written notice explaining the specific reasons for the denial and referring to the provisions of the Plan on which the denial is based. The notice will also include a statement that the claimant will be provided, upon request and free of charge, reasonable access to, and copies of, all documents and other information relevant to the claim and a statement regarding the claimant's right to bring an action under Section 502(a) of ERISA.

16. **Attorneys' Fees.** The parties shall each bear their own expenses, legal fees and other fees incurred in connection with this Plan. Provided, however, in the event that an Eligible Employee is required to incur attorneys' fees in order to obtain any payments or benefits under this Plan, and provided that such expenses are reasonable and that the Eligible Employee prevails on at least one material issue related to his or her claim(s) under the Plan, then the Company will reimburse the attorneys' fees incurred by the Eligible Employee. The reimbursements will be made in accordance with the Company's normal reimbursement policies following final adjudication of the Eligible Employee's claims, provided however, that (a) the reimbursements are payable only during the Eligible Employee's lifetime, (b) the reimbursements will be made on or before the last day of the Eligible Employee's taxable year following the taxable year in which the expenses were incurred, (c) the right to reimbursement, if any, is not subject to liquidation or exchange for another benefit, and (d) the amount of expenses eligible for reimbursement during an Eligible Employee's taxable year will not affect the expenses eligible for reimbursement to be provided in any other taxable year.

17. **Source of Payments.** All Severance Benefits, other than Equity Award acceleration, will be paid in cash from the general funds of the Company; no separate fund will be established under the Plan, and the Plan will have no assets. No right of any person to receive any payment under the Plan will be any greater than the right of any other general unsecured creditor of the Company.

18. **Inalienability.** In no event may any current or former employee of the Company or any of its subsidiaries or affiliates sell, transfer, anticipate, assign or otherwise dispose of any right or interest under the Plan. At no time will any such right or interest be subject to the claims of creditors nor liable to attachment, execution or other legal process.

19. **No Enlargement of Employment Rights.** Neither the establishment or maintenance or amendment of the Plan, nor the making of any benefit payment hereunder, will be construed to confer upon any individual any right to continue to be an employee of the Company. The Company expressly reserves the right to discharge any of its employees at any time, with or without cause. However, as described in the Plan, an Eligible Employee may be entitled to benefits under the Plan depending upon the circumstances of his or her termination of employment.

20. **Successors.** Any successor to the Company of all or substantially all of the Company's business and/or assets (whether direct or indirect and whether by purchase, merger, consolidation, liquidation or other transaction) will assume the obligations under the Plan and agree expressly to perform the obligations under the Plan in the same manner and to the same extent as the Company would be required to perform such obligations in the absence of a succession. For all purposes under the Plan, the term "Company" will include any successor to the Company's business and/or assets which become bound by the terms of the Plan by operation of law, or otherwise.

21. **Applicable Law.** The provisions of the Plan will be construed, administered and enforced in accordance with ERISA and, to the extent applicable, the internal substantive laws of the state of Delaware (but not its conflict of laws provisions).

22. **Severability.** If any provision of the Plan is held invalid or unenforceable, its invalidity or unenforceability will not affect any other provision of the Plan, and the Plan will be construed and enforced as if such provision had not been included.

23. **Headings.** Headings in this Plan document are for purposes of reference only and will not limit or otherwise affect the meaning hereof.

24. **Indemnification.** The Company hereby agrees to indemnify and hold harmless the officers and employees of the Company, and the members of its Board, from all losses, claims, costs or other liabilities arising from their acts or omissions in connection with the administration, amendment or termination of the Plan, to the maximum extent permitted by applicable law. This indemnity will cover all such liabilities, including judgments, settlements and costs of defense. The Company will provide this indemnity from its own funds to the extent that insurance does not cover such liabilities. This indemnity is in addition to and not in lieu of any other indemnity provided to such person by the Company.

25. **Additional Information.**

**Plan Name:** Autodesk Severance Plan

**Plan Sponsor:** Autodesk, Inc.  
c/o Chief Legal Officer  
111 McInnis Parkway  
San Rafael, CA 94903

**Identification Numbers:** EIN: 94-2819853  
PLAN: [•]

**Plan Year:** Company's fiscal year

**Plan Administrator:** Autodesk, Inc.  
Attention: Administrator of the Autodesk, Inc.  
Severance Plan  
111 McInnis Parkway  
San Rafael, CA 94903

**Agent for Service of Legal Process:** Autodesk, Inc.  
Attention: Chief Legal Officer  
111 McInnis Parkway  
San Rafael, CA 94903

**Type of Plan:** Severance Plan/Employee Welfare Benefit Plan

**Plan Costs:** The cost of the Plan is paid by the Employer.

26. **Statement of ERISA Rights.**

As an Eligible Employee under the Plan, you have certain rights and protections under ERISA:



(a) You may examine (without charge) all Plan documents, including any amendments and copies of all documents filed with the U.S. Department of Labor. These documents are available for your review in the Company's Human Resources Department.

(b) You may obtain copies of all Plan documents and other Plan information upon written request to the Administrator. A reasonable charge may be made for such copies.

In addition to creating rights for Eligible Employees, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate the Plan (called "**fiduciaries**") have a duty to do so prudently and in the interests of you and the other Eligible Employees. No one, including the Company or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit under the Plan or exercising your rights under ERISA. If your claim for a severance benefit is denied, in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the denial of your claim reviewed. (The claim review procedure is explained in Section 15 above.)

Under ERISA, there are steps you can take to enforce the above rights. For example, if you request materials and do not receive them within thirty (30) days, you may file suit in a federal court. In such a case, the court may require the Administrator to provide the materials and to pay you up to \$110 a day until you receive the materials, unless the materials were not sent due to reasons beyond the control of the Administrator. If you have a claim which is denied or ignored, in whole or in part, you may file suit in a federal court. If it should happen that you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. In any case, the court will decide who will pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees; for example, if it finds that your claim is frivolous.

If you have any questions regarding the Plan, please contact the Administrator. If you have any questions about this statement or about your rights under ERISA, you may contact the nearest area office of the Employee Benefits Security Administration (formerly the Pension and Welfare Benefits Administration), U.S. Department of Labor, listed in your telephone directory, or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W. Washington, D.C. 20210. You also may obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.