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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 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): January 18, 2017**

**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**  
**(Address of Principal Executive Offices)**

**94903**  
**(Zip Code)**

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

**Not applicable**  
**(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:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 240.425)
  - 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 1.01. Entry into a Material Definitive Agreement.**

On January 18, 2017, Autodesk, Inc. (“Autodesk”) and Citibank, N.A., along with other lenders constituting the Required Lenders under the Company’s Amended and Restated Credit Agreement, dated as of May 29, 2015 (the “Credit Agreement”), waived the requirements of, and compliance by Autodesk with, Section 5.03(a) of the Credit Agreement. Section 5.03(a) requires Autodesk to comply with a maximum debt to capitalization ratio as of the end of each fiscal quarter. As a result of its business model transition, Autodesk is discussing amendments to the financial covenants in the Credit Agreement with the lenders and expects to conclude this process during the first quarter of fiscal 2018.

The foregoing description of the waiver does not purport to be complete and is qualified in its entirety by reference to the full text of the waiver, which is filed as Exhibit 10.1 hereto and incorporated herein by reference.

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

*(d) Exhibits.*

**Exhibit No.   Description**

10.1	Letter Waiver, dated as of January 18, 2017, to the Amended and Restated Credit Agreement, dated as of May 29, 2015, by and among Autodesk, Inc., the lenders from time to time party thereto and Citibank, N.A., as administrative agent.
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**SIGNATURE**

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.**  
*(Registrant)*

By: /s/ R. Scott Herren

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R. Scott Herren  
Senior Vice President and Chief Financial Officer

Date: January 19, 2017

EXHIBIT INDEX

**Exhibit No.** **Description**

10.1 Letter Waiver, dated as of January 18, 2017, to the Amended and Restated Credit Agreement, dated as of May 29, 2015, by and among Autodesk, Inc., the lenders from time to time party thereto and Citibank, N.A., as administrative agent.

**LETTER WAIVER**

Dated as of January 18, 2017

To the banks, financial institutions  
and other institutional lenders  
(collectively, the “Lenders”) party  
to the Credit Agreement referred to  
below and to Citibank, N.A., as agent  
(the “Agent”) for the Lenders

Ladies and Gentlemen:

We refer to the Amended and Restated Credit Agreement dated as of May 29, 2015 (the “Credit Agreement”) among the undersigned, the Lenders party thereto and the Agent. Capitalized terms not otherwise defined in this Letter Amendment have the same meanings as specified in the Credit Agreement.

We hereby request that you waive the requirements of, and compliance by the Borrower with, Section 5.03(a) of the Credit Agreement for the fiscal quarter of the Borrower ending January 31, 2017. On the effective date of this Letter, you hereby waive the requirements of, and compliance by the Borrower with, Section 5.03(a) of the Credit Agreement for the fiscal quarter of the Borrower ending January 31, 2017.

The Borrower represents and warrants that (i) the representations and warranties set forth in Section 4.01 of the Credit Agreement (except the representations and warranties set forth in subsection (e)(ii) thereof and in subsection (f)(i) thereof) are correct on and as of the date hereof, as though made on and as of the date hereof, as though made on and as of such date (except to the extent such representations and warranties specifically relate to an earlier date, in which case such representations and warranties shall have been true and correct on and as of such earlier date), and (ii) no Event of Default or Default has occurred and is continuing.

This Letter Waiver shall become effective as of the date first above written when, and only when, the Agent shall have received counterparts of this Letter Waiver executed by us and the Required Lenders or, as to any of the Lenders, advice satisfactory to the Agent that such Lender has executed this Letter Waiver. This Letter Waiver is subject to the provisions of Section 8.01 of the Credit Agreement.

The Credit Agreement, except to the extent of the waiver specifically provided above, is and shall continue to be in full force and effect and is hereby in all respects ratified and confirmed. The execution, delivery and effectiveness of this Letter Waiver shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of any Lender or the Agent under the Credit Agreement, nor constitute a waiver of any provision of the Credit Agreement.

If you agree to the terms and provisions of this Letter Waiver, please evidence such agreement by executing and returning at least two counterparts of this Letter Waiver to Susan L. Hobart, Shearman & Sterling LLP, 599 Lexington Avenue, New York, New York 10022.

This Letter Waiver may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Letter Waiver by telecopier or electronic communications shall be effective as delivery of a manually executed counterpart of this Letter Waiver.

[Signature pages follow]

This Letter Waiver shall be governed by, and construed in accordance with, the laws of the State of New York.

Very truly yours,

AUTODESK, INC.

By /s/ Kirsten Nordlof  
Name: Kirsten Nordlof  
Title: VP, Finance, Tax, Treasury & Risk

Agreed as of the date first above written:

CITIBANK, N.A.,  
as Agent and as Lender

By /s/ Susan M. Olsen  
Name: Susan M. Olsen  
Title: Vice President

U.S. BANK NATIONAL ASSOCIATION

By /s/ Dan Stevens  
Name: Dan Stevens  
Title: Vice President

BANK OF AMERICA, N.A.

By /s/ My-Linh Yoshiike  
Name: My-Linh Yoshiike  
Title: Vice President

JPMORGAN CHASE BANK, N.A.

By /s/ Caitlin Stewart  
Name: Caitlin Stewart  
Title: Vice President

WELLS FARGO BANK, NATIONAL ASSOCIATION

By /s/ Jason W. Eshler  
Name: Jason W. Eshler  
Title: VP Loan Team Manager

MORGAN STANLEY BANK, N.A.

By /s/ Gilroy D'Souza  
Name: Gilroy D'Souza  
Title: Authorized Signatory

THE BANK OF TOKYO-MITSUBISHI UFJ, LTD.

By /s/ Lillian Kim  
Name: Lillian Kim  
Title: Director