

SECURITIES AND EXCHANGE COMMISSION
 Washington, D.C. 20549

FORM S-8
 REGISTRATION STATEMENT
 Under
 The Securities Act of 1933

AUTODESK, INC.

(Exact name of Registrant as specified in its charter)

Delaware 94-2819853
 (State or other jurisdiction of (I.R.S. Employer
 incorporation) Identification Number)

111 McInnis Parkway
 San Rafael, CA 94903
 (Address, including zip code, of Registrant's principal executive offices)

Discreet Logic Inc. Amended and Restated 1994 Restricted Stock and
 Stock Option Plan
 Discreet Logic Inc. 1995 Employee Stock Purchase Plan
 Discreet Logic Inc. 1995 Non-Employee Director Stock Option Plan
 Discreet Logic Inc. 1997 Special Limited Non-Employee Director Stock Plan
 (Full title of the Plans)

Marcia K. Sterling
 Vice President, Business Development, General Counsel and Secretary
 Autodesk, Inc.
 111 McInnis Parkway
 San Rafael, CA 94903
 (415) 507-5000
 (Name, address and telephone number, including area code, of agent for service)

 Copy to:
 Don S. Williams, Esq.
 Wilson Sonsini Goodrich & Rosati
 Professional Corporation
 650 Page Mill Road
 Palo Alto, CA 94304-1050
 (650) 493-9300

CALCULATION OF REGISTRATION FEE

Title of Securities to be Registered	Amount to be Registered	Proposed Maximum Offering Price Per Share	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee
Common Stock, \$.01 par value . . .				
- Outstanding Under Discreet Logic Inc.'s Amended and Restated 1994 Restricted Stock and Stock Option Plan(1)	1,104,204	\$31.697 (2)	\$34,999,954 (3)	\$ 9,730
- Outstanding Under Discreet Logic Inc.'s 1995 Employee Stock Purchase Plan(1)	23,905	\$29.836 (3)	\$ 713,230 (4)	\$ 199
- Outstanding Under Discreet Logic Inc.'s 1995 Non-Employee Director Stock Option Plan(1)	19,800	\$45.000 (4)	\$ 891,000 (5)	\$ 248
- Outstanding Under Discreet Logic Inc.'s 1997 Special Limited Non-Employee Director Stock Plan(1)	6,600	\$23.879 (5)	\$ 157,602 (6)	\$ 44
TOTAL	1,154,509			\$10,221 (6)

- (1) Pursuant to that certain Second Amended and Restated Plan of Acquisition and Amalgamation (the "Acquisition Agreement") entered into as of November 18, 1998, as subsequently amended on December 18, 1998 and January 18, 1999, by and among the Registrant, certain subsidiaries of the Registrant and Discreet Logic Inc., a Quebec company ("Discreet"), the Registrant assumed Discreet's obligations with respect to each outstanding option to purchase Common Shares of Discreet under Discreet's Amended and Restated 1994 Restricted Stock and Stock Option Plan, 1995 Employee Stock Purchase Plan, 1995 Non-Employee Director Stock Option Plan and 1997 Special Limited Non-Employee Director Stock Plan (collectively, the "Discreet Stock Plans"). All options to purchase Common Shares of Discreet outstanding under the Discreet Stock Plans at the time of the consummation of the Amalgamation (as defined in the Acquisition Agreement) by and among Discreet and certain subsidiaries of the Registrant became options to purchase shares of Common Stock of the Registrant, subject to appropriate adjustments to the number of shares and the exercise price of each such assumed option as provided in the Acquisition Agreement, based on a 0.33 exchange ratio.
- (2) Estimated in accordance with Rule 457(h) solely for the purpose of calculating the filing fee on the basis of the weighted average exercise price of \$31.697 per share for outstanding options to purchase a total of 1,104,204 shares of Common Stock.
- (3) Estimated in accordance with Rule 457(h) solely for the purpose of calculating the filing fee on the basis of the weighted average exercise price of \$29.836 per share for outstanding options to purchase a total of 23,905 shares of Common Stock.
- (4) Estimated in accordance with Rule 457(h) solely for the purpose of calculating the filing fee on the basis of \$45.000 per share to purchase a total of 19,800 shares of Common Stock.
- (5) Estimated in accordance with Rule 457(h) solely for the purpose of calculating the filing fee on the basis of the weighted average exercise

price of \$23.879 per share for outstanding options to purchase a total of 6,600 shares of Common Stock.

(6) Amount of the Registration Fee was calculated pursuant to Section 6(b) of the Securities Act of 1933, as amended.

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AUTODESK, INC.
REGISTRATION STATEMENT
ON FORM S-8

PART II

INFORMATION REQUIRED IN REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

There are hereby incorporated by reference in this Registration Statement the following documents and information heretofore filed with the Securities and Exchange Commission:

(a) The Registrant's Registration Statement on Form S-4, and each amendment thereto, filed pursuant to Rule 424(b) of the Securities Act of 1933, as amended;

(b) The Registrant's amended Annual Report on Form 10-K for the fiscal year ended January 31, 1998, filed pursuant to Section 13 of the Securities Exchange Act of 1934, as amended (the "Exchange Act");

(c) The Registrant's amended Quarterly Reports on Form 10-Q for the quarters ended April 30, 1998, July 31, 1998, and October 31, 1998, filed pursuant to Section 13 of the Exchange Act;

(d) The Registrant's Current Report on Form 8-K filed pursuant to Section 13 or 15(d) of the Exchange Act on March 1, 1999;

(e) The description of the Registrant's Common Stock contained in the Registrant's Registration Statement on Form 8-A dated March 18, 1986, filed pursuant to Section 12(g) of the Exchange Act.

In addition, all documents filed by the Registrant pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act on or after the date of this Registration Statement and prior to the filing of a post-effective amendment which indicates that all securities offered have been sold or which deregisters all securities then remaining unsold shall be deemed to be incorporated by reference in this Registration Statement and to be part hereof from the date of filing of such documents.

Item 4. Description of Securities.

Not applicable.

Item 5. Interests of Named Experts and Counsel.

Mark A. Bertelsen, a member of the Registrant's Board of Directors, is also a member of Wilson Sonsini Goodrich & Rosati, Professional Corporation, which has given an opinion upon the validity of the securities being registered by this Registration Statement.

Item 6. Indemnification of Directors and Officers.

As permitted by Section 145 of the Delaware General Corporation Law, the Registrant's Certificate of Incorporation, as amended, includes a provision that eliminates the personal liability of its directors for

monetary damages for breach or alleged breach of their duty of care. In addition, as permitted by Section 145 of the Delaware General Corporation Law, the Bylaws of the Registrant provide that: (i) the Registrant is required to indemnify its directors and officers and persons serving in such capacities in other business enterprises (including, for example, subsidiaries of the Registrant) at the Registrant's request, to the fullest extent permitted by Delaware law; (ii) the Registrant may, in its discretion, indemnify employees and agents in those circumstances where indemnification is not required by law; (iii) the Registrant is required to advance expenses, as incurred, to its directors and officers in connection with defending a proceeding, provided that payment of expenses incurred by a director or officer of the corporation in advance of the final disposition of such proceeding shall be made only on receipt of an undertaking by the officer or director to repay all amounts advanced if it should ultimately be determined that the officer or director is not entitled to be indemnified; (iv) the rights conferred in the Bylaws are not exclusive, and the Registrant is authorized to enter into indemnification agreements with its directors, officers and employees; and (v) the Registrant may not retroactively amend the Bylaw provisions in a way that is adverse to such directors, officers and employees.

The Registrant's policy is to enter into indemnification agreements with each of its directors and officers that provide the maximum indemnity allowed to directors and officers by Section 145 of the Delaware General Corporation Law and the Bylaws, as well as certain additional procedural protections. In addition, the indemnification agreements provide that directors and officers will be indemnified to the fullest possible extent permitted by law against all expenses (including attorney's fees) and settlement amounts paid or incurred by them in an action or proceeding, including any action by or in the right of the Registrant, arising out of such person's services as a director or officer of the Registrant, any subsidiary of the Registrant or any other company or enterprise to which such person provides services at the request of the Registrant. The Registrant will not be obligated pursuant to the indemnification agreements to indemnify or advance expenses to an indemnified party with respect to proceedings or claims initiated by the indemnified party and not by way of defense, except with respect to proceedings specifically authorized by the Board of Directors or brought to enforce a right to indemnification under the indemnification agreement, the Registrant's Bylaws or any statute or law. Under the agreements, the Registrant is not obligated to indemnify the indemnified party (i) for any expenses incurred by the indemnified party with respect to any proceeding instituted by the indemnified party to enforce or interpret the agreement, if a court of competent jurisdiction determines that each of the material assertions made by the indemnified party in such proceeding was not made in good faith or was frivolous; (ii) for any amounts paid in settlement of a proceeding unless the Registrant consents to such settlement; (iii) on account of any suit in which judgment is rendered against the indemnified party for an accounting of profits made from the purchase or sale by the indemnified party of securities of the Registrant pursuant to the provisions of Section 16(b) of the 1934 Act and related laws; or (iv) if a final decision by a court having jurisdiction in the matter shall determine that such indemnification is not lawful.

The indemnification provisions in the Bylaws and the indemnification agreements entered into between the Registrant and its directors and officers may be sufficiently broad to permit indemnification of the Registrant's directors and officers for liabilities arising under the Securities Act.

Item 7. Exemption from Registration Claimed.

Not applicable.

Item 8. Exhibits.

Exhibit Number	Description
5.1	Opinion of counsel as to legality of securities being registered
23.1	Consent of counsel (contained in Exhibit 5.1)
23.2	Consent of Ernst & Young LLP, Independent Auditors
24.1	Power of Attorney (see page II-5)
99.1	Discreet Logic Inc. Amended and Restated 1994 Restricted Stock and Stock Option Plan and related agreements.
99.2	Discreet Logic Inc. 1995 Employee Stock Purchase Plan.
99.3	Discreet Logic Inc. 1995 Non-Employee Director Stock Option Plan and related agreements.
99.4	Discreet Logic Inc. 1997 Special Limited Non-Employee Director Stock Option Plan and related agreements.

Item 9. Undertakings.

(a) Rule 415 Offerings

The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(i) To include any prospectus required by section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment hereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in this Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement.

(iii) To include any material information with respect to the plan of distribution not previously disclosed in this Registration Statement or any material change to such information in this Registration Statement.

Provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) above do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed by the Registrant pursuant to section 13 or section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the Registration Statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) Filings Incorporating Subsequent Exchange Act Documents by Reference

The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the Registrant's annual report pursuant to section 13(a) or section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in this Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(h) Request for Acceleration of Effective Date or Filing of Registration

Statement on Form S-8

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act of 1933 and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of San Rafael, State of California, on this 18th day of March, 1999.

AUTODESK, INC.

By: /s/ CAROL A. BARTZ

Carol A. Bartz, Chairman of the Board and
Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Carol A. Bartz and Marcia K. Sterling, jointly and severally his or her attorneys-in-fact, each with the power of substitution, for him or her in any and all capacities, to sign any amendments to this Registration Statement on Form S-8 and to file the same, with exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, hereby ratifying and confirming all that said attorney-in-fact, or their substitute or substitutes, may do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the date indicated above.

Signature

Title

/s/ CAROL A. BARTZ

Chairman of the Board and Chief Executive Officer
(Principal Executive Officer)

Carol A. Bartz

/s/ STEVE CAKEBREAD

Vice President and Chief Financial Officer (Principal
Financial Officer)

Steve Cakebread

/s/ DAVID S. OPPENHEIMER

Vice President, Finance (Principal Accounting Officer)

David S. Oppenheimer

/s/ MARK A. BERTELSEN

Director

Mark A. Bertelsen

/s/ CRAWFORD W. BEVERIDGE

Director

Crawford W. Beveridge

/s/ J. HALLAM DAWSON

Director

J. Hallam Dawson

/s/ PAUL OTELLINI

Director

Paul Otellini

/s/ MARY ALICE TAYLOR

Director

Mary Alice Taylor

/s/ MORTON TOPFER

Director

Morton Topfer

INDEX TO EXHIBITS

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WILSON SONSINI GOODRICH & ROSATI
PROFESSIONAL CORPORATION

650 PAGE MILL ROAD
PALO ALTO, CALIFORNIA 94304-1050
TELEPHONE 650-493-9300 FACSIMILE 650-493-6811

JOHN ARNOT WILSON
RETIRED

March 18, 1999

Autodesk, Inc.
111 McInnis Parkway
San Rafael, California 94903

Re: Registration Statement on Form S-8

Ladies and Gentlemen:

We have examined the Registration Statement on Form S-8 (the "Registration Statement") to be filed by Autodesk, Inc. (the "Registrant" or "you"), with the Securities and Exchange Commission on or about March 18, 1999, in connection with the registration under the Securities Act of 1933, as amended, of an aggregate of 1,154,509 shares of your Common Stock (the "Shares") reserved for issuance pursuant to outstanding options and rights assumed by Autodesk under the Discreet Logic Inc. Amended and Restated 1994 Restricted Stock and Stock Option Plan, the Discreet Logic Inc. 1995 Employee Stock Purchase Plan, the Discreet Logic Inc. 1995 Non-Employee Director Stock Option Plan and the Discreet Logic Inc. 1997 Special Limited Non-Employee Director Stock Plan (collectively, the "Plans"). As your legal counsel, we have examined the actions taken and proposed to be taken by you in connection with the proposed sale, issuance and payment of consideration for the Shares to be issued under the Plans.

It is our opinion that, upon completion of the actions being taken, or contemplated by us as your counsel to be taken by you prior to the issuance of the Shares pursuant to the Registration Statement and the Plans, and upon completion of the actions being taken in order to permit such transactions to be carried out in accordance with the securities laws of the various states where required, the Shares will be legally and validly issued, fully paid and non-assessable.

We consent to the use of this opinion as an exhibit to the Registration Statement and further consent to the use of our name wherever appearing in the Registration Statement and any amendment thereto.

Sincerely,

WILSON SONSINI GOODRICH & ROSATI
Professional Corporation

/s/ WILSON SONSINI GOODRICH & ROSATI

CONSENT OF ERNST & YOUNG LLP, INDEPENDENT AUDITORS

We consent to the incorporation by reference in this Registration Statement (Form S-8) pertaining to the Discreet Logic Inc. Amended and Restated 1994 Restricted Stock and Stock Option Plan, the Discreet Logic Inc. 1995 Employee Stock Purchase Plan, the Discreet Logic Inc. 1995 Non-Employee Director Stock Option Plan and the Discreet Logic Inc. 1997 Special Limited Non-Employee Director Stock Plan of our report dated February 24, 1998 (except for the second paragraph of Note 1, which is dated January 25, 1999), with respect to the consolidated financial statements and schedule of Autodesk, Inc. included in its Annual Report (Form 10-K/A), as amended, for the year ended January 31, 1998 filed with the Securities and Exchange Commission.

ERNST & YOUNG LLP

/s/ ERNST & YOUNG LLP

San Jose, California
March 16, 1999

DISCREET LOGIC INC.

AMENDED AND RESTATED
1994 RESTRICTED STOCK AND STOCK OPTION PLAN

(Adjusted to reflect a two-for-one share split effective October 16, 1995)

1. Purpose

The purpose of this 1994 Restricted Stock and Stock Option Plan (the "Plan") is to secure for Discreet Logic Inc. (the "Company") and its shareholders the benefits arising from capital stock ownership by employees, directors and consultants of the Company and its parent and subsidiary corporations who are expected to contribute to the Company's future growth and success.

2. Administration

The Plan shall be administered by the Board of Directors of the Company, whose construction and interpretation of the terms and provisions of the Plan shall be final and conclusive. The Board of Directors may in its sole discretion: (a) Make awards for the purchase of the Company's common shares pursuant to Section 5 of the Plan; (b) Grant options to purchase the Company's common shares pursuant to Section 6 of the Plan; and (c) Issue shares upon exercise of options in accordance with the Plan. The Board shall have the authority, subject to the express provisions of the Plan, to construe the respective awards and option agreements and the Plan, to prescribe, amend and rescind rules and regulations relating to the Plan, to determine the terms and provisions of the respective awards and option agreements, which need not be identical, to advance any vesting or installment periods and exercise dates, and to make all other determinations in the judgment of the Board of Directors necessary or desirable for the administration of the Plan. The Board of Directors may correct any defect or supply any omission or reconcile any inconsistency in the Plan or in any award or option agreement in the manner and to the extent it shall deem expedient to carry the Plan into effect and it shall be the sole and final judge of such expediency. No director shall be liable for any action or determination made in good faith. The Board of Directors may, to the full extent permitted by law, delegate any or all of its powers under the Plan to a committee appointed by the Board of Directors (the "Committee"), and if the Committee is so appointed all references to the Board of Directors in the Plan shall mean and relate to such Committee, unless the context otherwise requires. The Plan shall be administered (i) to the extent required by applicable regulations under Section 162(m) of the United States Internal Revenue Code of 1986, as amended, by two or more "outside directors" (as defined in the applicable regulations thereunder), and (ii) to the extent required by Rule 16b-3 or any successor provision ("Rule 16b-3") of the Securities Exchange Act of 1934, with respect to specific grants of options or awards, the Plan shall be administered by a disinterested administrator or administrators within the meaning of Rule 16b-3.

3. Eligibility

Options and awards may be granted or made to person(s) who are, at the time of grant or award, officers, employees, consultants or directors (provided such directors are then also officers or employees) of the Company or of any Subsidiary or Parent Corporation. No person shall be granted any Incentive Stock Option (as defined in Section 6) if, at the time such option is granted, such person is not an employee of the Company or any Subsidiary or Parent Corporation or if such person owns, directly or indirectly, stock of the Company possessing more than 10% of the total combined voting power of all classes of stock of the Company or of any Parent Corporation or Subsidiary, unless the requirements of paragraph (g) of Section 6 are satisfied. A person who has been granted an award or option may, if he is otherwise eligible, be granted additional awards or options if the Board of Directors shall so determine.

4. Stock Subject to Plan

Subject to adjustment as provided in Sections 10 and 11, the maximum number of common shares of the Company which may be issued and sold under the Plan is 5,000,000 shares. If any option granted under the Plan shall expire or terminate for any reason without having been exercised in full or shall cease for any reason to be exercisable in whole or in part, the shares subject to such options shall again be available for purposes of the Plan. Shares sold pursuant to an award and shares issuable upon exercise of an option may be subject to such restrictions on transfer, repurchase rights or other restrictions as shall be determined by the Board of Directors.

5. Awards

A restricted stock award ("award") shall consist of the sale and issuance of common shares by the Company, and purchase by the recipient of such shares, subject to the terms, conditions and restrictions described in the document evidencing the award and in this Section 5 and elsewhere in the Plan.

(a) Execution of Restricted Stock Award. As a condition to an award under -----
the Plan, each recipient of an award shall execute an agreement or instrument in such form as shall be determined by the Board of Directors.

(b) Price. The Board of Directors shall determine the price at which common -----
shares shall be sold to recipients of awards under the Plan. The Board of Directors may, in its discretion, sell and issue shares pursuant to awards at the purchase price below the then fair market value of the common shares on the date of grant. The purchase price shall be paid in cash or by check payable to the order of the Company at the time that the award is accepted by the recipient.

(c) Number of Shares. The award shall specify the number of common shares -----
granted thereunder.

(d) Restrictions on Transfer. In addition to such other terms, conditions -----
and restrictions upon awards as shall be imposed by the Board of Directors, all shares issued pursuant to an award shall be subject to the following restrictions:

(1) All the common shares subject to an award (including any shares issued pursuant to paragraph (e) of this Section) shall be subject to certain restrictions on disposition and obligations of resale to the Company as provided in subsection (2) below, and shall not be sold, assigned, transferred, pledged, hypothecated, or otherwise disposed of until such restrictions lapse. The period during which such restrictions are applicable is referred to as the "Restricted Period".

(2) In the event that a recipient's employment (as defined in Section 14) or consultancy with the Company or any Subsidiary or Parent Corporation is terminated within the Restricted Period, whether such termination is voluntary or involuntary, with or without cause, or because of the death or disability of the recipient, the Company shall have the right and option for a period of three months following such termination of employment or consultancy to buy for cash that number of common shares purchased under the award as to which the restrictions on transfer and forfeiture provisions contained in the award have not then lapsed, at a price equal to the price per share originally paid by the recipient. If such termination of employment or consultancy occurs within the last three months of the applicable restrictions, the restrictions shall continue to apply until the expiration of the Company's three-month option period.

(3) Notwithstanding clauses (1) and (2) above, the Board of Directors may, in its discretion, either at the time that an award is made or at any time thereafter, waive its right to

repurchase common shares upon the occurrence of any of the events described in this section (d) or remove or modify any part or all of the restrictions. In addition, the Board of Directors may, in its discretion, impose upon the recipient of an award at the time of such award, such other restrictions on any common shares issued pursuant to such award as the Board may deem advisable and in the best interest of the Company and its shareholders.

(e) Additional Shares. Any shares received by a recipient of an award

pursuant to Section 7 of the Plan as a stock dividend on, or as a result of stock splits, combinations, exchanges of shares, reorganizations, amalgamations, mergers, consolidations or otherwise with respect to, common shares received pursuant to such award shall have the same status and shall bear the same restrictions, all on a proportionate basis, as the shares initially purchased pursuant to such award.

(f) Transfers in Breach of Award; Repurchased Shares. If any transfer of

shares purchased pursuant to an award is made or attempted contrary to the terms of the Plan and of such award, the Board of Directors shall have the right to purchase for the account of the Company those shares from the owner thereof or his transferee at any time before or after the transfer at the price paid for the shares by the person to whom they were awarded under the Plan. In addition to any other legal or equitable remedies which it may have, the Company may enforce its rights by specific performance to the extent permitted by law. The Company may refuse for any purpose to recognize as a shareholder of the Company any transferee who receives any shares contrary to the provisions of the Plan and the applicable award, and the Company may retain and/or recover all dividends on such shares which were paid or payable subsequent to the date on which the prohibited transfer was made or attempted.

6. Options

Options granted under the Plan may be either incentive stock options ("Incentive Stock Options") meeting the requirements of Section 422 of the United States Internal Revenue Code of 1986, as amended (the "Code"), or non-statutory options ("Non-Statutory Options") which are not intended to meet the requirements of Section 422. Options granted under this Section 6 shall be subject to the terms, conditions and restrictions described in the respective option agreements and in this Section 6 and elsewhere in the Plan.

(a) Execution of Option Agreement. As a condition to the grant of an option

under the Plan, each recipient of an option shall execute an option agreement or instrument in such form as shall be determined by the Board of Directors.

(b) Purchase Price: Payment for Stock. The Board of Directors shall

determine the price per share payable upon exercise of an option, which shall not be less than 110% of such fair market value in the case of options described in paragraph (g) (i) of this Section, Options granted under the Plan may provide for payment of the purchase price by any means determined by the Board of Directors, including delivery of cash or a cheque payable to the order of the Company equal to the exercise price of such options, or by delivery to the Company of common shares of the Company already owned by the optionee having a fair market value equal in amount to the exercise price of the options being exercised, or by any combination of such methods of payment.

(c) Option Period. Each option and all rights thereunder shall be expressed

to expire on such date as the Board of Directors shall determine, but in no event after the expiration of ten years from the day on which the option is granted (or five years in the case of options described in paragraph (g) of this Section) and shall be subject to earlier termination as provided in the Plan.

(d) Exercise of Options. Each option granted under the Plan shall be

exercisable either in full or in installments at such time or times and during such period as shall be set forth in the instrument evidencing such option;

provided, however, that no option granted under the Plan shall have a term in

excess of ten years from the date of grant. To the extent that an option to purchase shares is not exercised by an optionee when it becomes initially exercisable, it shall not expire but shall be carried forward and shall be exercisable, on a cumulative basis, until the expiration of the exercise period.

(e) Nontransferability of Options. No option granted under the Plan shall be -----
assignable or transferable by the person to whom it is granted, either voluntarily or by operation of laws, except by will or the laws governing intestacy. During the life of the recipient, the option shall be exercisable only by such person.

(f) Effect of Termination. No option may be exercised unless, at the time of -----
such exercise, the optionee is in the employ of, or a consultant to, the Company, a Parent Corporation or Subsidiary as an employee, director or consultant, as the case may be, since the date of grant of the option, provided, however, that in no event may any option be exercised after the expiration date of the option.

(g) Incentive Stock Options. Options granted under the Plan which are -----
intended to be Incentive Stock Options shall be specifically designated as Incentive Stock Options, shall be granted only to employees and shall be subject to the following additional terms and conditions:

(i) 10% Shareholder. If any employee to whom an Incentive Stock -----

Option is to be granted under the Plan is at the time of the grant of such option the owner of stock possessing more than 10% of the total combined voting power of all classes of stock of the Company or of any Parent Corporation or any Subsidiary, then the following special provisions shall be applicable to the Incentive Stock Option granted to such individual:

(A) The purchase price per common share subject to such Incentive Stock Option shall not be less than 110% of the fair market value of one common share at the time of grant; and

(B) The option exercise period shall not exceed five years from the date of grant.

(ii) The purchase price per common share subject to any Incentive Stock Option granted to an employee other than a 10% shareholder (as described in this paragraph (g) of this Section 6) shall be not less than 100% of the fair market value of one common share at the time of grant.

Except as modified by the preceding provisions of this paragraph (g), all the provisions of this Section 6 shall be applicable to Incentive Stock Options granted hereunder.

(h) Determination of Fair Market Value. If, at the time an option is granted -----
under the Plan, the Company's common shares are publicly traded, "fair market value" shall be determined as of the last business day for which the prices or quotes discussed in this sentence are available prior to the date such option is granted and shall mean (i) the average (on that date) of the high and low prices of the common shares on the principal national securities exchange on which the common shares are traded, if the common shares are then traded on a national securities exchange; or (ii) the last reported sale price (on that date) of the common shares on the Nasdaq National Market, if the common shares are not then traded on a national securities exchange; or (iii) the average of the closing bid and asked prices last quoted (on that date) by an established quotation service for over-the-counter securities, if the common shares are not reported on the Nasdaq National Market. However, if the common shares are not publicly traded at the time an option is granted under the Plan, "fair market value" shall be deemed to be the fair market value of the common shares as determined by the Committee after taking into consideration all

factors which it deems appropriate, including, without limitation, recent sale and offer prices of the common shares in private transactions negotiated at arm's length.

(i) Fractional Shares. No fractional shares shall be issued under the Plan

and the optionee shall receive from the Company cash in lieu of such fractional shares.

7. General Restrictions

(a) Investment Representations. The Company may require any person to whom

an award is made or an option is granted, as a condition of purchasing the shares subject to such award or exercising such option, to give written assurances in substance and form satisfactory to the Company to the effect that such person is acquiring the common shares subject to the award or option for his own account for investment and not with any present intention of selling or otherwise distributing the same, and to such other effects as the Company deems necessary or appropriate in order to comply with Canadian, United States, and applicable provincial and state securities laws.

(b) Compliance With Securities Laws. Each award and option shall be

subject to the requirement that, if at any time counsel to the Company shall determine that the listing, registration or qualification of the shares subject to such award or option upon any securities exchange or under any provincial, state or federal law, or the consent or approval of any governmental or regulatory body, is necessary as a condition of, or in connection with, the issue or purchase of shares thereunder, such award or option may not be accepted or exercised in whole or in part unless such listing, registration, qualification, consent or approval shall have been effected or obtained on conditions acceptable to the Board of Directors. Nothing herein shall be deemed to require the Company to apply for or to obtain such listing, registration or qualification.

8. Piggy-Back Rights

In the event that shareholders with a majority of the Company's shares desire to sell all of their shares to a party who is not related to them (as such term is defined by the Income Tax Act of Canada), then the employee acquiring shares under this Agreement shall sell to such third party all of his or her shares upon the same terms and conditions (save and except any terms and conditions which may relate to employment) and the purchase price per share as will be received by the majority of the shareholders. This provision will terminate upon an initial public offering by the Company of the Company's shares.

9. Rights as a Shareholder

(a) The recipient of an award or the holder of an option shall have no rights as a shareholder with respect to any shares covered by the award or option until the date of issue of a share certificate to him or her for such shares. Except as otherwise expressly provided in the Plan, no adjustment shall be made for dividends or other rights for which the record date is prior to the date such share certificate is issued.

(b) Shareholders under this Plan shall execute and deposit with a law firm or trust company selected by the Company and acting on behalf of the Company ("Escrow Agent"), all of the shares owned by them, properly endorsed in blank to be dealt with according to the terms of the Plan and their respective Stock Option Agreement. The shareholders shall continue to be the owners of their respective shares despite their endorsements and deposit, and shall be entitled to exercise all rights of ownership in such shares except as otherwise provided herein.

10. Recapitalization

In the event that the outstanding common shares of the Company are changed into or exchanged for a different number or kind of shares or other securities of the Company by reason of any

recapitalization, reclassification, stock split, stock dividend, combination or subdivision, appropriate adjustment shall be made in the number and kind of shares available under the Plan and under any awards or options under the Plan. Such adjustment to outstanding awards and options shall be made without change in the total price applicable to the unpurchased or unexercised portion thereof, and a corresponding adjustment in the applicable purchase or exercise price per share shall be made. No such adjustment shall be made which would, within the meaning of any applicable provisions of the Code, constitute a modification, extension or renewal of any option or grant of additional benefits to the holder of an option.

11. Reorganization

In the event that the Company is amalgamated, merged or consolidated with another corporation, or in case all or substantially all of the assets or more than 50% of the outstanding voting shares of the Company is acquired by any other corporation, or in case of a reorganization or liquidation of the Company, the Board of Directors of the Company, or the Board of Directors of any corporation assuming the obligations of the Company, shall provide for the assumption by such successor corporation of the obligations of the Company with regard to restricted stock awards and, as to outstanding options, either (i) make appropriate provision for the protection of any such outstanding options by the substitution on an equitable basis of appropriate shares of the Company, or of the amalgamated, merged, consolidated or otherwise reorganized corporation which will be issuable in respect to the common shares of the Company upon exercise of such options, provided that no additional benefits shall be

conferred upon optionees as a result of such substitution, and that the excess of the aggregate fair market value of the shares subject to the options immediately after such substitution over the purchase price thereof is not more than the excess of the aggregate fair market value of the shares subject to such options immediately before such substitution over the purchase price thereof, or (ii) upon written notice to the optionees, provide that all unexercised options must be exercised within a specified number of days of the date of such notice or they will be terminated. In any such case, the Board of Directors may, in its discretion, accelerate the exercise dates of outstanding options.

12. No Special Employment Rights

Nothing contained in the Plan or in any award or option granted under the Plan shall confer upon any holder thereof any right with respect to the continuation of his or her employment, directorship or consultancy by the Company (or any Parent Corporation or Subsidiary) or interfere in any way with the right of the Company (or any Parent Corporation or Subsidiary), subject to the terms of any separate employment or consultancy agreement, or to increase or decrease the compensation of such person from the rate in existence at the time of approval of the award or grant of the option. Whether an authorized leave of absence, or absence in military or government service, shall constitute termination of employment shall be determined by the Board of Directors at the time.

13. Other Employee Benefits

The value of an award granted to an employee, and the amount of any compensation deemed to be received by an employee as a result of any exercise of an option or sale of shares received upon such exercise, will not constitute "earnings" with respect to which any other employee benefits of such employee are determined, including without limitation benefits under any pension, profit sharing, life insurance or salary continuation plan.

14. Definitions

(a) Subsidiary. The term "Subsidiary" as used in the Plan shall mean any

corporation in an unbroken chain of corporations beginning with the Company if each of the corporations other than the last corporation in the unbroken chain owns shares possessing 50% or more of the total combined voting power of all classes of shares in one of the other corporations in such chain.

(b) Parent Corporation. The term "Parent Corporation" as used in the Plan

shall mean any corporation (other than the Company) in an unbroken chain of corporations ending with the Company if each of the corporations other than the Company owns stock possessing 50% or more of the combined voting power of all classes of stock in one of the other corporations in such chain.

(c) Employment. The term "employment" shall, with respect to United States

citizens or residents, be defined in accordance with the provisions of Section 1.421-7(h) of the United States Income Tax Regulations (or any successor regulations) promulgated pursuant to the Code and shall include employment by any corporation (or Subsidiary or Parent Corporation) thereof, which assumes options hereunder or substitutes options for options granted hereunder in a transaction to which Section 425(a) of the Code applies.

(d) Consultant. The term "consultant" or "consultancy" shall be defined in

the instrument evidencing any award or option made or granted hereunder, including the nature of services to be rendered and date on which any consultancy shall be deemed to have been terminated for purposes of the Plan.

15. Amendment of the Plan

The Board of Directors may at any time and from time to time modify the Plan in any respect, except that without the approval of the shareholders of the Company, the Board of Directors may not (a) materially increase the benefits accruing by means of the Plan to individuals who participate in the Plan, (b) increase the maximum number of shares which may be issued under the Plan (except for permissible adjustments provided in the Plan), or (c) materially modify the requirements as to eligibility for participation in the Plan. The termination or any modification or amendment of the Plan shall not, without the consent of a recipient of an award or an optionee, affect his or her rights under an award previously made or an option previously made or an option previously granted to him or her. The Board of Directors shall have the right to amend or modify the terms and provisions of the Plan and of any outstanding Incentive Stock Options granted under the Plan to the extent necessary to qualify any or all such options for such favorable federal income tax treatment (including deferral of taxation upon exercise) as may be afforded incentive stock options under Section 422A of the Code.

16. Withholding

(a) Awards. If the recipient of an award under the Plan elects, in

accordance with Section 83(b) of the Code, to recognize ordinary income in the year of acquisition of any shares awarded under the Plan, the Company may require at the time of such election an additional payment for withholding tax purposes based on the difference, if any, between the purchase price of such shares and the fair market value of such shares as of the date immediately preceding the date of the award. If the Company is required to deduct any amount at source pursuant to Canadian or provincial legislation with respect to a benefit which an employee is deemed to receive in relation to an award or option, the Company may require at the time the benefit is deemed to be received an additional payment in an amount equal to the aggregate of the amounts which the Company is required to deduct at source.

(b) Options. The Company's obligation to deliver shares upon the exercise

of any option granted under the Plan shall be subject to the option holder's satisfaction of all applicable federal, provincial, state and local income and employment tax withholding requirements.

17. Notice to Company of Disqualifying Disposition

Each employee who receives an Incentive Stock Option ("ISO") must agree to notify the Company in writing immediately after the employee makes a Disqualifying Disposition of any common shares acquired pursuant to the exercise of an ISO. A Disqualifying Disposition is any disposition

(including any sale) of such common shares before the later of (a) two years after the date the employee was granted the ISO, or (b) one year after the date the employee acquired common shares by exercising an ISO. If the employee has died before such stock is sold, these holding period requirements do not apply and no Disqualifying Disposition can occur thereafter.

DISCREET LOGIC INC.

STOCK OPTION AGREEMENT

1. Grant of Option

Discreet Logic Inc., a Quebec corporation (the "Company"), hereby grants to (the "Employee"), an option, pursuant to the company's 1994 Restricted Stock and Stock Option Plan (the "Plan"), to purchase an aggregate of () shares of the Company's common stock, ("common stock") at a price of (\$) per share, purchasable as set forth in and subject to the terms and conditions of this option and the Plan.

2. Incentive Stock Option

For residents of the United States this option is intended to qualify as an incentive stock option ("Incentive Stock Option") within the meaning of Section 422 of the U.S. Internal Revenue Code of 1986, as amended (the "Code").

3. Exercise of Option.

(a) Vesting Schedule. Except as otherwise provided in this Agreement, this

option may be exercised, on a cumulative basis as described below, prior to the tenth anniversary of the date of grant of this option (the "Expiration Date"), in installments as to not more than the number of shares and during the periods specified below:

Exercise Period	No. of Shares Exercisable
Prior to	None
On or after but prior to	
On or after but prior to	
On or after but prior to	
After	None

The right to exercise shall be cumulative so that if this option is not exercised to the maximum extent permissible during any exercise period it shall be exercisable, in whole or in part, with respect to all shares not so purchased at any time prior to the Expiration Date or the earlier termination of this option. This option may not be exercised at any time after the Expiration Date.

(b) Exercise Procedure Subject to the conditions set forth in this

Agreement, this option shall be exercised by the Employee's delivery of written notice of exercise to the Treasurer or Secretary of the Company, specifying the number of shares to be purchased and the purchase price to be paid therefor and accompanied by payment in full in accordance with Section 4. Such exercise shall be effective upon receipt by the Treasurer or Secretary of the Company of such written notice together

with the required payment. The Employee may purchase less than the total number of shares covered by this option, provided that no partial exercise of this option may be for any fractional share.

(c) Continuous Employment Required Except as provided in paragraphs (d)

and (e) below, this option may not be exercised unless the Employee, at the time he or she exercises this option, is and has been at all times since the date of grant, an employee, consultant or director of the Company, a Parent Corporation or a Subsidiary (as such terms are defined in the Plan). In order to qualify as an Incentive Stock Option, this option, except as provided in paragraphs (d) and (e) below, may not be exercised unless the Employee, at the time he or she exercises this option, is and has been at all time since the date of the grant an employee of the Company, a Parent Corporation or a Subsidiary.

(d) Exercise Period Upon Termination of Employment If the Employee

ceases to be employed by the Company, a Subsidiary or Parent Corporation for any reason other than death or disability, prior to the Expiration Date, the right to exercise this option shall terminate three (3) months after such cessation (but in no event after the Expiration Date); provided, that this

option shall be exercisable only to the extent that the Employee was entitled to exercise this option on the date of such cessation.

(e) Exercise Period Upon Death or Disability, if the Employee dies or

becomes disabled (for United States residents within the meaning of Section 105(d)(4) of the Code), prior to the Expiration Date, while he or she is an employee of the Company, Parent Corporation or a Subsidiary, this option shall be exercisable within the period of (6) six months following the date of death or disability (but in no event after the Expiration Date), by the Employee or by the person to whom this option is transferred by will or the laws of intestacy; provided, that this option shall be exercisable only to the extent

that the Employee was entitled to exercise this option on the date of death or disability.

4. Delivery of Shares

The Company shall, upon payment by the Employee of the option price for the number of shares purchased and paid for, make prompt delivery of such shares to the Employee; provided that if any law or regulation requires the Company to

take any action with respect to such shares before the issuance thereof, then the date of delivery of such shares shall be extended for the period necessary to complete such action. No shares shall be issued and delivered upon exercise of any option unless and until, in the opinion of counsel for the Company, any applicable registration requirements of the Canadian securities laws or the U.S. Securities Act of 1933 (the "Securities Act"), any applicable listing requirements of any national securities exchange on which stock of the same class is then listed, and any other requirements of law or of any regulatory bodies having jurisdiction over such issuance and delivery, shall have been fully complied with.

5. Nontransferability of Option

Except as provided in paragraph (e) of Section 3, this option is personal and no rights granted hereunder may be transferred, assigned, pledged or hypothecated in any way (whether by operation of law or otherwise) nor shall any such rights be subject to execution, attachment or similar process. Upon any attempt to transfer, assign, pledge, hypothecate or otherwise dispose of this option or such rights, this option and such rights shall, at the election of the Company, become null and void.

6. No Special Employment Rights

Nothing contained in the Plan or this option shall be construed or deemed by any person under any circumstances to bind the Company or any Parent Corporation or Subsidiary to continue the employment of the Employee for the period within which this option may be exercised.

7. Rights as a Shareholder

The Employee shall have no rights as a shareholder with respect to any shares which may be purchased by exercise of this option unless and until a certificate representing such shares is duly issued and delivered to the Employee. Except as otherwise expressly provided in the Plan, no adjustment shall be made for dividends or other rights for which the record date is prior to the date such stock certificate is issued. After a certificate is issued and delivered the Employee shall execute and deposit with a law firm or trust company selected by the Company and acting on behalf of the Company ("Escrow Agent"), all of the shares owned by the Employee, properly endorsed in blank to be dealt with according to the terms of the Plan and this Stock Option Agreement. The Employee shall continue to be the owner of his her shares despite the endorsement and deposit, and shall be entitled to exercise all rights of ownership in such shares except as otherwise provided herein.

8. Recapitalization

In the event that the outstanding shares of Common Stock of the Company are changed into or exchanged for a different number or kind of shares or other securities of the Company by reason of any recapitalization, reclassification, stock split, stock dividend, combination or subdivision, appropriate adjustment shall be made in the number and kind of shares to which this option shall be made without change in the number and kind of shares to which this option shall be exercisable. Such adjustment to this option shall be made without change in the total price applicable to the unexercised portion of this option, and a corresponding adjustment in the option price per share shall be made. In the case of an Incentive Stock Option, such adjustment shall be made which would, within the meaning of Section 424(h) of the Code, constitute a modification, extension or renewal of this option or a grant of additional benefits to the Employee.

9. Reorganization

In case the Company is amalgamated, merged or consolidated with another corporation, or in case all or substantially all of the assets or more than 50% of the outstanding voting stock of the Company is acquired by any other corporation, or in case of a reorganization or liquidation of the Company, prior to the Expiration Date or termination of this option, the Employee shall, with respect to this option or any unexercised portion hereof, be entitled to the rights and benefits, and be subject to the limitation, set forth in Section 10 of the Plan.

10. Limitation on Disposition of Incentive Stock Option Shares

It is understood and intended that for residents of the United States the option granted hereunder shall qualify as an "incentive stock option" as defined in Section 422 of the Code. Accordingly, the Employee understands that in order to obtain the benefits of an incentive stock option under Section 421 of the Code, no sale or other disposition may be made of any shares acquired upon exercise of the option until the later of one (1) year after grant of the option and two (2) years after its exercise. If the Employee intends to dispose or does dispose (whether by sale, exchange, gift, transfer or otherwise) of any such shares within said periods, he or she will notify the Company in writing within ten days after such disposition.

12. Piggy-Back Rights

In the event that shareholders with a majority of the company's shares desire to sell all of their shares to a party who is not related to them (as such term is defined by the Income Tax Act of Canada), then the Employee acquiring shares under this Agreement shall sell to such third party all of his or her shares upon the same terms and conditions (save and except any terms and conditions which may relate to employment) and the purchase price per share as will be received by the majority of the shareholders. This provision will terminate upon an initial public offering by the Company of the Company's shares.

13. Investment Representations, Legends

(a) Investment Representations. The Employee represents, warrants, and

covenants that:

(i) Any shares purchased upon exercise of this option shall be acquired for the Employee's account for investment purposes only, and not with a view to, or for sale in connection with, any distribution of the shares in violation of any applicable securities laws, including the Securities Act or any rule or regulation under the Securities Act;

(ii) The Employee has had such opportunity as he or she has deemed adequate to obtain from representatives of the Company such information as is necessary to permit the Employee to evaluate the merits and risks of his or her investment in the Company;

(iii) The Employee is able to bear the economic risk of holding shares acquired pursuant to the exercise of the option for an indefinite period;

(iv) The Employee understands that (A) the shares acquired pursuant to the exercise of the option have not been registered under the Canadian securities laws or the Securities Act and are "restricted securities" within the meaning of Rule 144 under the Securities Act; (B) such shares cannot be sold, transferred or otherwise disposed of unless they are subsequently registered under Canadian securities laws or the Securities Act or an exemption from registration is then available; (C) in any event, the exemption from registration under Rule 144 will not be available for at least two years after the date of exercise of the option and even then will not be available unless a public market then exists for the Common Stock, adequate information concerning the Company is then available to the public, and other terms and conditions of Rule 144 are complied with; and (D) there is now no registration statement on file with the Securities and Exchange Commission with respect to any stock of the Company and the Company has no obligation or current intention to register any shares acquired pursuant to the exercise of this option under Canadian securities laws or the Securities Act.

By making payment upon exercise of this option, the Employee shall be deemed to have reaffirmed, as of the date of such payment, the representations made in this Section 13.

(b) Legends. All stock certificates representing shares of Common Stock

issued to the Employee upon exercise of this option shall have affixed thereto a legend substantially in the following form, in addition to any other legends required by applicable provincial or state securities laws.

"As long as the Company constitutes a closed corporation within the meaning of the Quebec Securities Act, the shares of stock represented by this certificate may not be transferred, sold or otherwise disposed of except in accordance with the provisions of the Company's constituting documents. The shares of stock represented by this certificate have not been registered under the US Securities Act of 1933 and may not be transferred, sold or otherwise disposed of in the absence of an effective registration statement with respect to the shares evidenced by this certificate, filed and made effective under the Securities Act of 1933, or an opinion of counsel satisfactory to the Company to the effect that registration under such Act is not required."

14. Miscellaneous.

(a) Except as provided herein, this option may not be amended or otherwise modified unless evidenced in writing and signed by the Company and the Employee.

(b) All notices under this option shall delivered by hand to the parties or shall be mailed to the parties at their respective addresses set forth beneath their names below or at such other address as may be designated in writing by either of the parties to one another.

(c) This option shall be governed by and construed in accordance with the laws of the Province of Quebec, or, if the Employee is, at the date hereof, residing in the United States, the Commonwealth of Massachusetts.

Date of Grant:

DISCREET LOGIC INC.

By:

Title:

EMPLOYEE'S ACCEPTANCE

The undersigned hereby accepts the foregoing option and agrees to the terms and conditions thereof. The undersigned hereby acknowledges receipt of a copy of the Company's 1994 Restricted Stock and Stock Option Plan.

EMPLOYEE

Signature

Print Name

Address

DISCREET LOGIC INC.

1995 EMPLOYEE STOCK PURCHASE PLAN

(Adjusted to reflect a two-for-one share split effective October 16, 1995)

Article 1 - Purpose.

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This 1995 Employee Stock Purchase Plan (the "Plan") is intended to encourage stock ownership by all eligible employees of Discreet Logic Inc., a corporation formed under the laws of the province of Quebec, Canada (the "Company"), and its participating subsidiaries (as defined in Article 17) so that they may share in the growth of the Company by acquiring or increasing their proprietary interest in the Company. The Plan is designed to encourage eligible employees to remain in the employ of the Company. It is intended that options issued pursuant to this Plan will constitute options issued pursuant to an "employee stock purchase plan" within the meaning of Section 423(b) of the Internal Revenue Code of 1986, as amended (the "Code").

Article 2 - Administration of the Plan.

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The Plan may be administered by a committee appointed by the Board of Directors of the Company (the "Committee"). The Committee shall consist of not less than two members of the Company's Board of Directors. The Board of Directors may from time to time remove members from, or add members to, the Committee. Vacancies on the Committee, however caused, shall be filled by the Board of Directors. The Committee may select one of its members as Chairman, and shall hold meetings at such times and places as it may determine. Acts by a majority of the Committee, or acts reduced to or approved in writing by a majority of the members of the Committee, shall be the valid acts of the Committee.

The interpretation and construction by the Committee of any provisions of the Plan or of any option granted under it shall be final, unless otherwise determined by the Board of Directors. The Committee may from time to time adopt such rules and regulations for carrying out the Plan as it may deem best, provided that any such rules and regulations shall be applied on a uniform basis to all employees under the Plan. No member of the Board of Directors or the Committee shall be liable for any action or determination made in good faith with respect to the Plan or any option granted under it.

In the event the Board of Directors fails to appoint or refrains from appointing a Committee, the Board of Directors shall have all power and authority to administer the Plan. In such event, the word "Committee" wherever used herein shall be deemed to mean the Board of Directors.

Article 3 - Eligible Employees.

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All employees of the Company or any of its participating subsidiaries shall be eligible to receive options under this Plan to purchase the Company's Common Shares, and all eligible employees shall have the same rights and privileges hereunder. Persons who are employed on the first day of any Payment Period (as defined in Article 5) shall receive their options as of such day. Persons who are employed after any date on which options are granted under this Plan shall be granted options on the first day of the next succeeding Payment Period on which options are

granted to all eligible employees. In no event may an employee be granted an option if such employee, immediately after the option is granted, owns stock possessing five percent (5%) or more of the total combined voting power or value of all classes of stock of the Company or of its parent corporation or subsidiary corporations, as the terms "parent corporation" and "subsidiary corporation" are defined in Section 424(e) and (f) of the Code. For purposes of determining stock ownership under this paragraph, the rules of Section 424(d) of the Code shall apply, and stock which the employee may purchase under outstanding options shall be treated as stock owned by the employee.

For purposes of this Article 3, the term "employee" shall not include an employee whose customary employment is twenty (20) hours or less per week or whose customary employment is for not more than five (5) months in any calendar year.

Article 4 - Stock Subject to the Plan.

The stock subject to the options under the Plan shall be shares of the Company's authorized but unissued Common Shares, without par value, or shares of such Common Shares reacquired by the Company, including shares purchased in the open market. The aggregate number of shares which may be issued pursuant to the Plan is 300,000, subject to adjustment as provided in Article 12. In the event any option granted under the Plan shall expire or terminate for any reason without having been exercised in full or shall cease for any reason to be exercisable in whole or in part, the unpurchased shares subject thereto shall again be available under the Plan.

Article 5 - Payment Period and Stock Options.

The first Payment Period during which payroll deductions will be accumulated under the Plan shall commence on August 1, 1995 and shall end on January 31, 1995. For the remainder of the duration of the Plan, Payment Periods shall consist of the six month periods commencing on August 1 and February 1 and ending on January 31 and July 31, respectively, of each calendar year.

Twice each year, on the first business day of each Payment Period, the Company will grant to each eligible employee who is then a participant in the Plan an option to purchase on the last day of such Payment Period, at the Option Price hereinafter provided for, a maximum of 1,000 shares, on condition that such employee remains eligible to participate in the Plan throughout such Payment Period. The participant shall be entitled to exercise such option so granted only to the extent of the participant's accumulated payroll deductions on the last day of such Payment Period. In the event that the participant's accumulated payroll deductions on the last day of the Payment Period would enable the participant to purchase more than 1,000 shares except for the 1,000-share limitation, the excess of the amount of the accumulated payroll deductions over the aggregate purchase price of the 1,000 shares shall be promptly refunded to the participant by the Company, without interest. The Option Price for each Payment Period shall be the lesser of (i) 85% of the average market price of the Company's Common Shares on the first business day of the Payment Period or (ii) 85% of the average market price of the Company's Common Shares on the last business day of the Payment Period, in either event rounded up to avoid fractions of a dollar other than 1/4, 1/2 and 3/4. The foregoing limitation on the number of shares which may be granted in any Payment Period and the Option Price per share shall be subject to adjustment as provided in Article 12.

For purposes of this Plan, the term "average market price" on any date means (i) the average (on that date) of the high and low prices of the Company's Common Shares on the principal national securities exchange on which the Common Shares are traded, if the Common Shares are then traded on a national securities exchange; or (ii) the last reported sale price (on that date) of the Common Shares on the Nasdaq National Market List, if the Common Shares are not then traded on a national securities exchange; or (iii) the average of the closing bid and asked prices last quoted (on that date) by an established quotation service for over-the-counter securities, if the Common Shares are not reported on the Nasdaq National Market List. If the Company's Common Shares are not publicly traded at the time an option is granted under this Plan, "average market price" shall mean the fair market value of the Common Shares as determined by the Committee after taking into consideration all factors which it deems appropriate, including, without limitation, recent sale and offer prices of the Common Shares in private transactions negotiated at arm's length.

For purposes of this Plan, the term "business day" means a day on which there is trading on the Nasdaq National Market System or on the aforementioned national securities exchange, whichever is applicable pursuant to the preceding paragraph.

No employee shall be granted an option which permits the employee's right to purchase Common Shares under this Plan, and under all other Section 423(b) employee stock purchase plans of the Company or any parent or subsidiary corporations, to accrue at a rate which exceeds \$25,000 of fair market value of such stock (determined at the time such option is granted) for each calendar year in which such option is outstanding at any time. The purpose of the limitation in the preceding sentence is to comply with Section 423(b)(8) of the Code. If the participant's accumulated payroll deductions on the last day of the Payment Period would otherwise enable the participant to purchase Common Shares in excess of the Section 423(b)(8) limitation described in this paragraph, the excess of the amount of the accumulated payroll deductions over the aggregate purchase price of the shares actually purchased shall be promptly refunded to the participant by the Company, without interest.

Article 6 - Exercise of Option.

Each eligible employee who continues to be a participant in the Plan on the last business day of a Payment Period shall be deemed to have exercised his/her option on such date and shall be deemed to have purchased from the Company such number of full Common Shares reserved for the purpose of the Plan as his/her accumulated payroll deductions on such date will pay for at the Option Price, subject to the 1,000-share limit of the option. If a participant is not an employee on the last business day of a Payment Period, he/she shall not be entitled to exercise his/her option. Only full Common Shares may be purchased under the Plan. Unused payroll deductions remaining in an employee's account at the end of a Payment Period (other than amounts refunded to the employee pursuant to Articles 5 and 8) will be carried forward to the succeeding Payment Period.

Article 7 - Authorization for Entering the Plan.

An employee may enter the Plan by filling out, signing and delivering to the Company an authorization:

A. Stating either a percentage to be deducted regularly from the employee's total compensation (including base pay or salary and any bonuses or commissions), or a fixed amount denominated in the currency in which the employee is regularly paid to be deducted regularly from the employee's base pay or salary;

B. Authorizing the purchase of stock for the employee in each Payment Period in accordance with the terms of the Plan; and

C. Specifying the exact name in which stock purchased for the employee is to be issued as provided under Article 11 hereof.

Such authorization must be received by the Company at least ten (10) days before the beginning date of the next succeeding Payment Period.

Unless an employee files a new authorization or withdraws from the Plan, the deductions and purchases under the authorization the employee has on file under the Plan will continue from one Payment Period to succeeding Payment Periods as long as the Plan remains in effect.

The Company will accumulate and hold for the employee's account the amounts deducted from his/her pay. No interest will be paid on these amounts.

Article 8 - Maximum Amount of Payroll Deductions.

An employee may authorize payroll deductions by either of the following methods:

A. Designating an aggregate fixed amount per Payment Period equal to an amount not less than one percent (1%) of the employee's base pay or salary (excluding commissions or bonuses) denominated in the currency in which the employee is regularly paid; or

B. Designating an amount (expressed as a whole percentage) not less than one percent (1%) but not more than ten percent (10%) of the employee's total compensation, including base pay or salary and any bonuses or commissions.

In the event that the employee's accumulated payroll deductions on the last business day of the Payment Period exceed ten percent (10%) of the employee's total compensation (including base pay or salary and any bonuses or commissions) for the Payment Period, the excess of the amount of the accumulated payroll deductions over ten percent (10%) shall be promptly refunded to the employee by the Company, without interest. In the event the employee is paid in a currency other than U.S. dollars, the translation into U.S. dollars will be determined for purposes of determining the number of Common Shares purchasable pursuant to Article 6 by using the most recently available New York foreign exchange rate as reported in The Wall Street

Journal as of the last business day of the Payment Period.

Article 9 - Change in Payroll Deductions.

Deductions may not be increased or decreased during a Payment Period. However, an employee may withdraw in full from the Plan.

Article 10 - Withdrawal from the Plan.

An employee may withdraw from the Plan in whole but not in part, at any time prior to the last business day of each Payment Period by delivering a withdrawal notice to the Company, in which event the Company will promptly refund the entire balance of the employee's deductions not previously used to purchase stock under the Plan.

To re-enter the Plan, an employee who has previously withdrawn must file a new authorization at least ten (10) days before the beginning date of the next Payment Period. The employee's re-entry into the Plan cannot, however, become effective before the beginning of the next Payment Period following his/her withdrawal.

Article 11 - Issuance of Stock.

Certificates for stock issued to participants will be delivered as soon as practicable after each Payment Period by the Company's transfer agent.

Stock purchased under the Plan will be issued only in the name of the employee, or if his/her authorization so specifies, in the name of the employee and another person of legal age as joint tenants with rights of survivorship.

Article 12 - Adjustments.

Upon the happening of any of the following described events, an optionee's rights under options granted under the Plan shall be adjusted as hereinafter provided:

A. In the event the Common Shares of the Company shall be subdivided or combined into a greater or smaller number of shares or if, upon a reorganization, split-up, liquidation, recapitalization or the like of the Company, the Company's Common Shares shall be exchanged for other securities of the Company, each optionee shall be entitled, subject to the conditions herein stated, to purchase such number of Common Shares or amount of other securities of the Company as were exchangeable for the number of shares of Common Shares of the Company which such optionee would have been entitled to purchase except for such action, and appropriate adjustments shall be made in the purchase price per share to reflect such subdivision, combination or exchange; and

B. In the event the Company shall issue any of its shares as a stock dividend upon or with respect to the shares of stock of the class which shall at the time be subject to option hereunder, each optionee upon exercising such an option shall be entitled to receive (for the purchase price paid upon such exercise) the shares as to which he/she is exercising his/her option and, in addition thereto (at no additional cost), such number of shares of the class or classes in which such stock dividend or dividends were declared or paid, and such amount of cash in lieu of fractional shares, as is equal to the number of shares thereof and the amount of cash in lieu of fractional shares, respectively, which he/she would have received if he/she had been the holder of the shares as to which he/she is exercising his/her option at all times between the date of the granting of such option and the date of its exercise.

Upon the happening of any of the foregoing events, the class and aggregate number of shares set forth in Article 4 hereof which are subject to options which have been or may be granted under the Plan and the limitations set forth in the second paragraph of Article 5 shall also be appropriately adjusted to reflect the events specified in paragraphs A and B above. Notwithstanding the foregoing, any adjustments made pursuant to paragraphs A or B shall be made only to the extent that the Committee, based on advice of counsel for the Company, determines that such adjustments will not constitute a change requiring stockholder approval under Section 423(b) (2) of the Code.

If the Company is to be consolidated with or acquired by another entity in a merger, a sale of all or substantially all of the Company's assets or otherwise (an "Acquisition"), the Committee shall, with respect to options then outstanding under this Plan, either (i) make appropriate provision for the continuation of such options by arranging for the substitution on an equitable basis for the shares then subject to such options the consideration payable with respect to the Company's outstanding Common Shares in connection with the Acquisition; or (ii) terminate all outstanding options in exchange for a cash payment equal to the excess of the fair market value of the shares subject to the options (determined as of the date of the Acquisition) over the Option Price thereof (determined with reference only to the first business day of the applicable Payment Period).

The Committee or Board of Directors shall determine the adjustments to be made under this Article 12, and its determination shall be conclusive.

Article 13 - No Transfer or Assignment of Employee's Rights.

An employee's rights under the Plan are the employee's alone and may not be transferred or assigned to, or availed of by, any other person other than by will or the laws of descent and distribution. Any option granted under the Plan to an employee may be exercised, during the employee's lifetime, only by the employee.

Article 14 - Termination of Employee's Rights.

An employee's rights under the Plan will terminate when he/she ceases to be an employee because of retirement, voluntary or involuntary termination, resignation, lay-off, discharge, death, change of status or for any other reason, except that if an employee is on a leave of absence from work during the last three months of any Payment Period, he/she shall be deemed to be a participant in the Plan on the last day of that Payment Period. A withdrawal notice will be considered as having been received from the employee on the day his/her employment ceases, and all payroll deductions not used to purchase stock will be refunded.

If an employee's payroll deductions are interrupted by any legal process, a withdrawal notice will be considered as having been received from the employee on the day the interruption occurs.

Article 15 - Termination and Amendments to Plan.

Unless terminated sooner as provided below, the Plan shall terminate on March 27, 2005. The Plan may be terminated at any time by the Company's Board of Directors but such termination shall not affect options then outstanding under the Plan. It will terminate in any case

when all or substantially all of the unissued shares of stock reserved for the purposes of the Plan have been purchased. If at any time shares of stock reserved for the purpose of the Plan remain available for purchase but not in sufficient number to satisfy all then unfilled purchase requirements, the available shares shall be apportioned among participants in proportion to their options and the Plan shall terminate. Upon such termination or any other termination of the Plan, all payroll deductions not used to purchase stock will be refunded.

The Committee or the Board of Directors may from time to time adopt amendments to the Plan provided that, without the approval of the stockholders of the Company, no amendment may (i) increase the number of shares that may be issued under the Plan (except pursuant to Article 12) or change the class of employees eligible to receive options under the Plan or (ii) cause Rule 16b-3 under the Securities Exchange Act of 1934 to become inapplicable to the Plan.

Article 16 - Limits on Sale of Stock Purchased Under the Plan.

The Plan is intended to provide Common Shares for investment and not for resale. The Company does not, however, intend to restrict or influence any employee in the conduct of his/her own affairs. An employee may, therefore, sell stock purchased under the Plan at any time the employee chooses, subject to compliance with any applicable Federal or state securities laws; provided, however, that because of certain Federal tax requirements, each employee agrees by entering the Plan, promptly to give the Company notice of any such stock disposed of within two years after the date of grant of the applicable option showing the number of such shares disposed of. THE EMPLOYEE ASSUMES THE RISK OF ANY MARKET FLUCTUATIONS IN THE PRICE OF THE STOCK.

Article 17 - Participating Subsidiaries.

The term "participating subsidiary" shall mean any subsidiary of the Company, as that term is defined in Section 424(f) of the Code, which is designated from time to time by the Board of Directors to participate in the Plan. The Board of Directors shall have the power to make such designation before or after the Plan is approved by the stockholders.

Article 18 - Optionees Not Stockholders.

Neither the granting of an option to an employee nor the deductions from his/her pay shall constitute such employee a stockholder of the shares covered by an option until such shares have been actually purchased by the employee.

Article 19 - Application of Funds.

The proceeds received by the Company from the sale of Common Shares pursuant to options granted under the Plan will be used for general corporate purposes.

Article 20 - Governmental Regulations.

The Company's obligation to sell and deliver the Company's Common Shares under this Plan is subject to the approval of any governmental authority required in connection with the authorization, issuance or sale of such shares, including the Securities and Exchange Commission and the Internal Revenue Service.

Article 21 - Approval of Board of Directors and Stockholders of the Company.

The Plan was adopted by the Board of Directors on March 27, 1995 and the stockholders of the Company as of April 21, 1995.

DISCREET LOGIC INC.

1995 NON-EMPLOYEE DIRECTOR STOCK OPTION PLAN

(Adjusted to reflect a two-for-one share split effective October 16, 1995)

1. Purpose. This Non-Qualified Stock Option Plan, to be known as the 1995

 Non-Employee Director Stock Option Plan (hereinafter, this "Plan") is intended to promote the interests of Discreet Logic Inc. (hereinafter, the "Company") by providing an inducement to obtain and retain the services of qualified persons who are not employees or officers of the Company to serve as members of its Board of Directors (the "Board").

2. Available Shares. The total number of Common Shares, without par value,

 of the Company (the "Common Shares") for which options may be granted under this Plan shall not exceed 200,000 shares, subject to adjustment in accordance with paragraph 11 of this Plan. Shares subject to this Plan are authorized but unissued shares or shares that were once issued and subsequently reacquired by the Company. If any options granted under this Plan are surrendered before exercise or lapse without exercise, in whole or in part, the shares reserved therefor shall continue to be available under this Plan.

3. Administration. This Plan shall be administered by the Board or by a

 committee appointed by the Board (the "Committee"). In the event the Board fails to appoint or refrains from appointing a Committee, the Board shall have all power and authority to administer this Plan. In such event, the word "Committee" wherever used herein shall be deemed to mean the Board. The Committee shall, subject to the provisions of the Plan, have the power to construe this Plan, to determine all questions hereunder, and to adopt and amend such rules and regulations for the administration of this Plan as it may deem desirable. No member of the Board or the Committee shall be liable for any action or determination made in good faith with respect to this Plan or any option granted under it.

4. Automatic Grant of Options. Subject to the availability of shares under

 this Plan, (a) each person who is or becomes a member of the Board and who is not an employee, officer or direct or indirect owner of 5% or more of the outstanding Common Shares of the Company (a "Non-Employee Director") shall be automatically granted on the date such person is first elected to the Board (such date being referred to herein as the "Grant Date"), without further action by the Board, an option to purchase 20,000 Common Shares; and each person receiving an option pursuant to clause (a) hereof, who is a Non-Employee Director on the fifth anniversary of the date such person was first elected to the Board, during the term of this Plan, shall be automatically granted on each such date an option to purchase 15,000 Common Shares, provided that such person has continuously served as a Non-Employee Director during such 5-year period. The options to be granted under this paragraph 4 shall be the only options ever to be granted at any time to such member under this Plan. Notwithstanding anything to the contrary set forth herein, if this Plan is not approved by a majority of the Company's Stockholders present, or represented, and entitled to vote at the first meeting of Stockholders of the Company (or written consent in lieu thereof) following March 27, 1995 (the "Approval Date"), then the Plan and the options granted pursuant to this Section 4 shall terminate and become void, and no further options shall be granted under this Plan.

5. Option Price. The purchase price of the Shares covered by an option

granted pursuant to this Plan shall be 100% of the fair market value of such shares on the day the option is granted. The option price will be subject to adjustment in accordance with the provisions of paragraph 10 of this Plan. For purposes of this Plan, if, at the time an option is granted under the Plan, the Company's Common Shares are publicly traded, "fair market value" shall be determined as of the last business day for which the prices or quotes discussed in this sentence are available prior to the date such option is granted and shall mean (i) the average (on that date) of the high and low prices of the Common Shares on the principal national securities exchange on which the Common Shares are traded, if the Common Shares are then traded on a national securities exchange; or (ii) the last reported sale price (on that date) of the Common Shares on the Nasdaq Stock Market List, if the Common Shares are not then traded on a national securities exchange; or (iii) the closing bid price (or average of bid prices) last quoted (on that date) by an established quotation service for over-the-counter securities, if the Common Shares are not reported on the Nasdaq Stock Market List. The "fair market value" of the Shares issuable upon exercise of an option granted pursuant to the Plan within 120 days prior to the time the Company's Common Shares are publicly traded shall be deemed to be equal to the initial per-share purchase price at which the Company's Common Shares are offered to the public. However, if the Common Shares are not publicly traded at the time an option is granted under the Plan, "fair market value" shall be deemed to be the fair value of the Common Shares as determined by the Committee after taking into consideration all factors which it deems appropriate, including, without limitation, recent sale and offer prices of the Common Shares in private transactions negotiated at arm's length.

6. Period of Option. Unless sooner terminated in accordance with the

provisions of paragraph 8 of this Plan, an option granted hereunder shall expire on the date which is ten (10) years after the date of grant of the option.

7. (a) Vesting of Shares and Non-Transferability of Options. Options

granted under this Plan shall not be exercisable until they become vested. Options granted under this Plan shall vest in the optionee and thus become exercisable, in accordance with the following schedule, provided that the optionee has continuously served as a member of the Board through such vesting date:

Percentage of Option Shares for which Option Will be Exercisable	Date of Vesting
-----	-----
33 1/3%	Immediately
66 2/3%	One year from the date of grant
100%	Two years from the date of grant

The number of shares as to which options may be exercised shall be cumulative, so that once the option shall become exercisable as to any shares it shall continue to be exercisable as to said shares, until expiration or termination of the option as provided in this Plan.

(b) Non-transferability. Any option granted pursuant to this Plan shall

not be assignable or transferable other than by will or the laws of descent and distribution or pursuant to

a domestic relations order and shall be exercisable during the optionee's lifetime only by him or her.

8. Termination of Option Rights.

(a) Except as otherwise specified in the agreement relating to an option, in the event an optionee ceases to be a member of the Board for any reason other than death or permanent disability, any then unexercised portion of options granted to such optionee shall, to the extent not then vested, immediately terminate and become void; any portion of an option which is then vested but has not been exercised at the time the optionee so ceases to be a member of the Board may be exercised, to the extent it is then vested, by the optionee within 90 days of the date the optionee ceased to be a member of the Board; and all options shall terminate after such 90 days have expired.

(b) In the event that an optionee ceases to be a member of the Board by reason of his or her death or permanent disability, any option granted to such optionee shall be immediately and automatically accelerated and become fully vested and all unexercised options shall be exercisable by the optionee (or by the optionee's personal representative, heir or legatee, in the event of death) until the scheduled expiration date of the option.

9. Exercise of Option. Subject to the terms and conditions of this Plan and

the option agreements, an option granted hereunder shall, to the extent then exercisable, be exercisable in whole or in part by giving written notice to the Company by mail or in person addressed to Discreet Logic Inc., at its principal executive offices, stating the number of shares with respect to which the option is being exercised, accompanied by payment in full for such shares. Payment may be (a) in dollars in cash or by check, (b) in whole or in part in Common Shares of the Company already owned by the person or persons exercising the option or shares subject to the option being exercised (subject to such restrictions and guidelines as the Board may adopt from time to time), valued at fair market value determined in accordance with the provisions of paragraph 5 or (c) consistent with applicable law, through the delivery of an assignment to the Company of a sufficient amount of the proceeds from the sale of the Common Shares acquired upon exercise of the option and an authorization to the broker or selling agent to pay that amount to the Company, which sale shall be at the participant's direction at the time of exercise. There shall be no such exercise at any one time as to fewer than one hundred (100) shares or all of the remaining shares then purchasable by the person or persons exercising the option, if fewer than one hundred (100) shares. The Company's transfer agent shall, on behalf of the Company, prepare a certificate or certificates representing such shares acquired pursuant to exercise of the option, shall register the optionee as the owner of such shares on the books of the Company and shall cause the fully executed certificate(s) representing such shares to be delivered to the optionee as soon as practicable after payment of the option price in full. The holder of an option shall not have any rights of a Stockholder with respect to the shares covered by the option, except to the extent that one or more certificates for such shares shall be delivered to him or her upon the due exercise of the option.

10. Adjustments Upon Changes in Capitalization and Other Events. Upon the

occurrence of any of the following events, an optionee's rights with respect to options granted to him or her hereunder shall be adjusted as hereinafter provided:

(a) Stock Dividends and Shares Splits. If the Common Shares shall be

subdivided or combined into a greater or smaller number of shares or if the Company shall issue any Common Shares as a stock dividend on its outstanding Common Shares, the number of Common Shares deliverable upon the exercise of options shall be appropriately increased or decreased proportionately, and appropriate adjustments shall be made in the purchase price per share to reflect such subdivision, combination or stock dividend.

(b) Recapitalization Adjustments. If the Company is to be consolidated

with or acquired by another entity in a merger, sale of all or substantially all of the Company's assets or otherwise, each option granted under this plan which is outstanding but unvested as of the effective date of such event shall become exercisable in full thirty (30) days prior to the effective date of such event. In the event of a reorganization, recapitalization, merger, consolidation, or any other change in the corporate structure or shares of the Company, to the extent permitted by Rule 16b-3 under the Securities Exchange Act of 1934, adjustments in the number and kind of shares authorized by this Plan and in the number and kind of shares covered by, and in the option price of outstanding options under this Plan necessary to maintain the proportionate interest of the optionee and preserve, without exceeding, the value of such option, shall be made. Notwithstanding the foregoing, no such adjustment shall be made which would, within the meaning of any applicable provisions of the Internal Revenue Code of 1986, as amended, constitute a modification, extension or renewal of any Option or a grant of additional benefits to the holder of an Option.

(c) Issuances of Securities. Except as expressly provided herein, no

issuance by the Company of shares of stock of any class, or securities convertible into shares of stock of any class, shall affect, and no adjustment by reason thereof shall be made with respect to, the number or price of shares subject to options. No adjustments shall be made for dividends paid in cash or in property other than securities of the Company.

(d) Adjustments. Upon the happening of any of the foregoing events, the

class and aggregate number of shares set forth in paragraph 2 of this Plan that are subject to options which previously have been or subsequently may be granted under this Plan shall also be appropriately adjusted to reflect such events. The Board shall determine the specific adjustments to be made under this paragraph 10 and its determination shall be conclusive.

11. Restrictions on Issuance of Shares. Notwithstanding the provisions of

paragraphs 4 and 9 of this Plan, the Company shall have no obligation to deliver any certificate or certificates upon exercise of an option until one of the following conditions shall be satisfied:

(i) The issuance of shares with respect to which the option has been exercised is at the time of the issue of such shares effectively registered under applicable Federal and state securities laws as now in force or hereafter amended; or

(ii) Counsel for the Company shall have given an opinion that the issuance of such shares is exempt from registration under Federal and state securities laws as now in force or hereafter amended; and the Company has complied with all applicable laws and regulations with respect thereto, including without limitation all regulations required by any stock exchange upon which the Company's outstanding Common Shares are then listed.

12. Legend on Certificates. The certificates representing shares issued

pursuant to the exercise of an option granted hereunder shall carry such appropriate legend, and such written instructions shall be given to the Company's transfer agent, as may be deemed necessary or advisable by counsel to the Company in order to comply with the requirements of the Securities Act of 1933 or any state securities laws.

13. Representation of Optionee. If requested by the Company, the optionee

shall deliver to the Company written representations and warranties upon exercise of the option that are necessary to show compliance with Federal and state securities laws, including representations and warranties to the effect that a purchase of shares under the option is made for investment and not with a view to their distribution (as that term is used in the Securities Act of 1933).

14. Option Agreement. Each option granted under the provisions of this Plan

shall be evidenced by an option agreement, which agreement shall be duly executed and delivered on behalf of the Company and by the optionee to whom such option is granted. The option agreement shall contain such terms, provisions and conditions not inconsistent with this Plan as may be determined by the officer executing it.

15. Termination and Amendment of Plan. Options may no longer be granted

under this Plan after March 27, 2005, and this Plan shall terminate when all options granted or to be granted hereunder are no longer outstanding. The Board may at any time terminate this Plan or make such modification or amendment thereof as it deems advisable; provided, however, that the Board may not,

without approval by the affirmative vote of the holders of a majority of the Common Shares present in person or by proxy and entitled to vote at a meeting, (a) increase the maximum number of shares for which options may be granted under this Plan (except by adjustment pursuant to Section 10), (b) materially modify the requirements as to eligibility to participate in this Plan, (c) materially increase benefits accruing to option holders under this Plan, (d) change the provisions of this Plan regarding the termination of the options or the times when they may be exercised, (e) change the designation of the class of persons eligible to receive options, or otherwise change paragraph 4, or (f) amend this Plan in any manner which would cause Rule 16b-3 under the Securities Exchange Act (or any successor or amended provision thereof) to become inapplicable to this Plan; and provided further that the provisions of this Plan specified in

Rule 16b-3(c) (2) (iii) (A) (or any successor or amended provision thereof) under the Securities Exchange Act of 1934 (including without limitation, provisions as to eligibility, amount, price and timing of awards) may not be amended more than once every six months, other than to comport with changes in the Internal Revenue Code, the Employee Retirement Income Security Act, or the rules thereunder. Termination or any modification or amendment of this Plan shall not, without consent of a participant, affect his or her rights under an option previously granted to him or her.

16. Withholding of Income Taxes. Upon the exercise of an option, the

Company, in accordance with Section 3402(a) of the Internal Revenue Code, may require the optionee to pay withholding taxes in respect of amounts considered to be compensation includible in the optionee's gross income.

17. Compliance with Regulations. It is the Company's intent that the Plan

comply in all respects with Rule 16b-3 under the Securities Exchange Act of 1934 (or any successor or amended provision thereof) and any applicable Securities and Exchange Commission

interpretations thereof. If any provision of this Plan is deemed not to be in compliance with Rule 16b-3, the provision shall be null and void.

18. Governing Law. The validity and construction of this Plan and the

instruments evidencing options shall be governed by the laws of the State of Delaware, without giving effect to the principles of conflicts of law thereof.

Date Approved by Board of Directors of the Company: March 27, 1995

Date Approved by Stockholders of the Company: April 21, 1995

DISCREET LOGIC INC.
Non-Qualified Stock Option Agreement
for Non-Employee Directors

Discreet Logic Inc., a Quebec corporation (the "Company"), hereby grants as of _____, 199__ (the "date of grant") to _____ (the "Optionee") an option to purchase a maximum of _____ Common Shares, without par value (the "Option Shares"), at the price of \$ _____ per share, on the following terms and conditions:

1. Grant Under 1995 Non-Employee Director Stock Option Plan. This option is -----
granted pursuant to and is governed by the Company's 1995 Non-Employee Director Stock Option Plan (the "Plan") and, unless the context otherwise requires, terms used herein shall have the meanings assigned to them in the Plan. Determinations made in connection with this option pursuant to the Plan shall be governed by the Plan as it exists on the date hereof. In the event of any conflict between this Agreement and the provisions of the Plan, the Plan shall govern.

2. Grant as Non-Qualified Option; Other Options. This option is intended to -----
be a non-qualified option (rather than an incentive stock option) granted pursuant to Paragraph 4 of the Plan, and the Board of Directors of the Company (the "Board") intends to take appropriate action, if necessary, to achieve this result. This option is in addition to any other options heretofore or hereafter granted to the Optionee by the Company, but a duplicate original of this instrument shall not effect the grant of another option.

3. Exercise of Option if Service as a Director Continues. Unless -----
sooner terminated pursuant to Paragraph 4 hereof, this option shall vest in the Optionee and thus become exercisable as follows, provided that the Optionee has continuously served as a member of the Board through such vesting date. This option shall expire on the date which is ten (10) years from the date of grant.

Percentage of Option Shares for which Option
will be Exercisable (cumulative)

Date of Vesting

33 1/3 %
66 2/3 %
100 %

Immediately upon date of grant
One year from date of grant
Two years from date of grant

4. Termination of Option Rights.

(a) In the event the Optionee ceases to be a member of the Board for any reason other than death or permanent disability, any then unexercised portion of this option shall, to the extent not then vested, immediately terminate and become void. Any portion of this option which is vested but has not been exercised at the time the Optionee so ceases to be a member of the Board may be exercised by the Optionee within 90 days of the date the Optionee ceased to be a member of the Board, and this option shall terminate after such 90 days have expired.

(b) In the event that the Optionee ceases to be a member of the Board by reason of his or her permanent disability or death, this option shall be immediately and automatically accelerated and become fully vested and the unexercised portion of this option shall be exercisable by the Optionee (or by the Optionee's personal representative, heir or legatee, in the event of death) until the scheduled expiration date of the option.

5. Exercise. To the extent then exercisable, the Optionee may exercise

this option in whole or in part at any time and from time to time as provided by the terms of this Agreement and the Plan, except that this option may not be exercised for a fraction of a share. There shall be no such exercise at any one time as to fewer than one hundred (100) shares or all of the remaining shares then purchasable by the person or persons exercising the option, if fewer than one hundred (100) shares.

6. Payment of Price. The option price is payable in United States dollars

and may be paid: (a) in cash or by check equal in amount to the option price; (b) in whole or in part in Common Shares of the Company already owned by the person or persons exercising the option or shares subject to the option being exercised (subject to such restrictions and guidelines as the Board may adopt from time to time), valued at fair market value determined in accordance with the provisions of Paragraph 5 of the Plan; or (c) consistent with applicable law, through the delivery of an assignment to the Company of a sufficient amount of the proceeds from the sale of Option Shares acquired upon exercise of this option and an authorization to the broker or selling agent to pay that amount to the Company, which sale shall be at the Optionee's direction at the time of exercise.

7. Method of Exercising Option. Subject to the terms and conditions of

the Plan and this Agreement, this option may be exercised by written notice to the Company, addressed to the Chief Financial Officer, at the principal executive office of the Company. Such notice shall state the election to exercise this option and the number of shares in respect of which it is being exercised and shall be signed by the person or persons so exercising this option. Such notice shall be accompanied by payment of the full purchase price of such shares. The Company's transfer agent shall, on behalf of the Company, prepare a certificate or certificates representing Option Shares acquired upon exercise of this option, shall register the Optionee (or the Optionee's personal representative, heir or legatee if this option is being exercised pursuant to Paragraph 4 hereof) as the owner of the Option Shares on the books of the Company and shall cause the fully executed certificate(s) representing such shares to be delivered to the Optionee (or

the Optionee's personal representative, heir or legatee if this option is being exercised pursuant to Paragraph 4 hereof) as soon as practicable after payment of the option price in full. In the event this option shall be exercised, pursuant to Paragraph 4 hereof, by any person or persons other than the Optionee, such notice shall be accompanied by appropriate proof of the right of such person or persons to exercise this option. All shares that shall be purchased upon the exercise of this option as provided herein shall be fully paid and non-assessable.

8. Option Not Transferable. This option is not transferable or assignable

except by will or by the laws of descent and distribution or pursuant to a domestic relations order. During the Optionee's lifetime only the Optionee can exercise this option.

9. No Obligation to Exercise Option. The grant and acceptance of this

option imposes no obligation on the Optionee to exercise it.

10. No Rights as Stockholder until Exercise. The Optionee shall have no

rights as a stockholder with respect to any of the Option Shares until a stock certificate therefor has been issued to the Optionee and is fully paid for. Except as is expressly provided in Paragraph 10 of the Plan with respect to certain changes in the capitalization of the Company, no adjustment shall be made for dividends or similar rights for which the record date is prior to the date such stock certificate is issued.

11. Capital Changes and Business Successions. It is the purpose of this

option to encourage the Optionee to work for the best interests of the Company and its stockholders. Since, for example, that might require the issuance of a stock dividend or a merger with another corporation, the purpose of this option would not be served if such a stock dividend, merger or similar occurrence would cause the Optionee's rights hereunder to be diluted or terminated and thus be contrary to the Optionee's interest. The Plan contains extensive provisions designed to preserve options at full value in a number of contingencies. Therefore, provisions in the Plan for adjustment with respect to stock subject to options and the related provisions with respect to successors to the business of the Company are hereby made applicable hereunder and are incorporated herein by reference.

12. Withholding Taxes. The Optionee hereby agrees that the Company may

withhold from the Optionee's remuneration, the appropriate amount of federal, state and local taxes attributable to the Optionee's exercise of any installment of this option. At the Company's discretion, the amount required to be withheld may be withheld in cash from such remuneration, or in kind from the Common Stock otherwise deliverable to the Optionee on exercise of this option. The Optionee further agrees that, if the Company does not withhold an amount from the Optionee's remuneration sufficient to satisfy the Company's withholding obligation, the Optionee will reimburse the Company on demand, in cash, for the amount underwithheld as determined by the Company in its sole discretion.

13. Governing Law. This Agreement shall be governed by and interpreted in

accordance with the laws of the State of Delaware, without giving effect to the principles of conflicts of law thereof.

14. Language. Les parties ont demande que cette convention soit redigee

en anglais; the parties have requested that this Agreement be written in
English.

IN WITNESS WHEREOF the Company and the Optionee have caused this instrument to
be executed, and the Optionee whose signature appears below acknowledges receipt
of a copy of the Plan and acceptance of an original copy of this Agreement.

Discreet Logic Inc.
5505, Boulevard St. Laurent
Suite 5200
Montreal, Quebec, CANADA
H2T 1S6

By: _____
Title: _____

Optionee

Print Name

Street Address

City State Zip Code

DISCREET LOGIC INC.

1997 SPECIAL LIMITED NON-EMPLOYEE DIRECTOR STOCK OPTION PLAN

1. Purpose. This Non-Qualified Stock Option Plan, to be known as the 1997

Special Limited Non-Employee Director Stock Option Plan (hereinafter, the "Plan") is intended to promote the interests of Discreet Logic Inc. (hereinafter, the "Company") by aligning the interests of directors with the interests of the Company and by providing an inducement to the two individuals named below who are not employees or officers of the Company to continue to serve as members of its Board of Directors (the "Board") and who are expected to contribute to the Company's interests.

2. Available Shares. The total number of Common Shares, without par value,

of the Company (the "Common Shares") for which options may be granted under this Plan shall not exceed 20,000 shares (the "Available Shares"), subject to adjustment in accordance with paragraph 10 of this Plan. Shares subject to this Plan are authorized but unissued shares or shares that were once issued and subsequently reacquired by the Company. If any options granted under this Plan are surrendered before exercise or lapse without exercise, in whole or in part, the shares reserved therefor shall continue to be available under this Plan.

3. Administration. This Plan shall be administered by the Board. The Board

shall, subject to the provisions of the Plan, have the power to construe this Plan, to issue shares upon exercise of options in accordance with the Plan, to determine all questions hereunder, and to adopt and amend such rules and regulations for the administration of this Plan as it may deem desirable. No member of the Board shall be liable for any action or determination made in good faith with respect to this Plan or any option granted under it.

4. Automatic Grant of Options. Subject to the availability of shares under

this Plan and receiving all applicable regulatory approvals, and without further action by the Board, an option to purchase 10,000 Common Shares shall automatically be granted to Perry M. Simon on February 10, 1997 and an option to purchase 10,000 Common Shares shall automatically be granted to Brian P. Drummond on February 10, 1997.

5. Option Price. The purchase price of the Shares covered by an option

granted pursuant to this Plan shall be 100% of the fair market value of such shares on the day the option is granted. The option price will be subject to adjustment in accordance with the provisions of paragraph 10 of this Plan. For purposes of this Plan, if, at the time an option is granted under the Plan, the Company's Common Shares are publicly traded, "fair market value" shall mean (i) the average (on that date) of the high and low prices of the Common Shares on the principal national securities exchange on which the Common Shares are traded, if the Common Shares are then traded on a national securities exchange; or (ii) the last reported sale price (on that date) of the Common Shares on the Nasdaq Stock Market List, if the Common Shares are not then traded on a national securities exchange; or (iii) the closing bid price (or average of bid prices) last quoted (on that date) by an established quotation service for over-the-counter securities, if the Common Shares are not reported on the Nasdaq Stock Market List.

6. Period of Option. Unless sooner terminated in accordance with the

provisions of paragraph 8 of this Plan, an option granted hereunder shall expire on the date which is ten (10) years after the date of grant of the option.

7. (a) Vesting of Shares and Non-Transferability of Options. Options

granted under this Plan shall not be exercisable until they become vested. Options granted under this Plan shall vest in the optionee and thus become exercisable, in accordance with the following schedule, provided that the optionee has continuously served as a member of the Board through such vesting date:

Percentage of Option Shares for which Option Will be Exercisable	Date of Vesting
33 1/3%	Immediately upon date of grant
66 2/3%	One year from the date of grant
100%	Two years from the date of grant

The number of shares as to which options may be exercised shall be cumulative, so that once the option shall become exercisable as to any shares it shall continue to be exercisable as to said shares, until expiration or termination of the option as provided in this Plan.

(b) Non-Transferability. Any option granted pursuant to this Plan shall

not be assignable or transferable other than by will or the laws of descent and distribution or pursuant to a domestic relations order and shall be exercisable during the optionee's lifetime only by him or her.

8. Termination of Option Rights.

(a) Except as otherwise specified in the agreement relating to an option, in the event an optionee ceases to be a member of the Board for any reason other than death or permanent disability, any then unexercised portion of options granted to such optionee shall, to the extent not then vested, immediately terminate and become void; any portion of an option which is then vested but has not been exercised at the time the optionee so ceases to be a member of the Board may be exercised, to the extent it is then vested, by the optionee within 90 days of the date the optionee ceased to be a member of the Board; and all options shall terminate after such 90 days have expired.

(b) In the event that an optionee ceases to be a member of the Board by reason of his or her death or permanent disability, any option granted to such optionee shall be immediately and automatically accelerated and become fully vested and all unexercised options shall be exercisable by the optionee (or by the optionee's personal representative, heir or legatee, in the event of death) until the scheduled expiration date of the option.

9. Exercise of Option.

(a) Subject to the terms and conditions of this Plan and the agreement relating to an option, an option granted hereunder shall, to the extent then exercisable, be exercisable in whole or in part by giving written notice to the Company addressed to the Chief Financial Officer, at its principal executive offices, stating the number of shares with respect to which the option is being exercised, accompanied by payment in full for such shares. Payment may be (a) in dollars in cash or by cheque equal in amount to the option price, (b) in whole or in part in Common Shares of the Company already owned by the person or persons exercising the option or shares subject to the option being exercised (subject to such restrictions and guidelines as the Board may adopt from time to time), valued at fair market value determined in accordance with the provisions of paragraph 5, or (c) consistent with applicable law, through the delivery of an assignment to the Company of a sufficient amount of the proceeds from the sale of the Common Shares acquired upon exercise of the option and an authorization to the broker or selling agent to pay that amount to the Company, which sale shall be at the participant's direction at the time of exercise. There shall be no such exercise at any one time as to fewer than one hundred (100) shares or all of the remaining shares then purchasable by the person or persons exercising the option, if fewer than one hundred (100) shares. The Company's transfer agent shall, on behalf of the Company, prepare a certificate or certificates representing such shares acquired pursuant to exercise of the option, shall register the optionee as the owner of such shares on the books of the Company and shall cause the fully executed certificate(s) representing such shares to be delivered to the optionee as soon as practicable after payment of the option price in full. The holder of an option shall not have any rights of a Stockholder with respect to the shares covered by the option, except to the extent that one or more certificates for such shares shall be delivered to him or her upon the due exercise of the option.

(b) The Optionee may not pay any part of the exercise price hereof by transferring Common Stock to the Company unless such Common Stock has been owned by the Optionee free of any substantial risk of forfeiture for at least six months.

10. Adjustments Upon Changes in Capitalization and Other Events. Upon the

occurrence of any of the following events, an optionee's rights with respect to options granted to him or her hereunder shall be adjusted as hereinafter provided:

(a) Stock Dividends and Shares Splits. If the Common Shares shall be

subdivided or combined into a greater or smaller number of shares or if the Company shall issue any Common Shares as a stock dividend on its outstanding Common Shares, the number of Common Shares deliverable upon the exercise of options shall be appropriately increased or decreased proportionately, and appropriate adjustments shall be made in the purchase price per share to reflect such subdivision, combination or stock dividend.

(b) Recapitalization Adjustments. If the Company is to be consolidated

with or acquired by another entity in a merger, sale of all or substantially all of the Company's assets or otherwise, each option granted under this Plan which is outstanding but unvested as of the effective date of such event shall become exercisable in full thirty (30) days prior to the effective date of such event. In the event of a reorganization, recapitalization, merger, consolidation, or any other change in the corporate structure or shares of the Company, to the extent permitted by Rule 16b-3 under the Securities Exchange Act of 1934, adjustments in the number and kind of shares authorized by this Plan and in the

number and kind of shares covered by, and in the option price of outstanding options under this Plan necessary to maintain the proportionate interest of the optionee and preserve, without exceeding, the value of such option, shall be made. Notwithstanding the foregoing, no such adjustment shall be made which would, within the meaning of any applicable provisions of the Internal Revenue Code of 1986, as amended, constitute a modification, extension or renewal of any Option or a grant of additional benefits to the holder of an Option.

(c) Issuances of Securities. Except as expressly provided herein, no

issuance by the Company of shares of stock of any class, or securities convertible into shares of stock of any class, shall affect, and no adjustment by reason thereof shall be made with respect to, the number or price of shares subject to options. No adjustments shall be made for dividends paid in cash or in property other than securities of the Company.

(d) Adjustments. Upon the happening of any of the foregoing events, the

class and aggregate number of shares set forth in paragraph 2 of this Plan that are subject to options which previously have been or subsequently may be granted under this Plan shall also be appropriately adjusted to reflect such events. The Board shall determine the specific adjustments to be made under this paragraph 10 and its determination shall be conclusive.

11. Restrictions on Issuance of Shares. Notwithstanding the provisions of

paragraphs 4 and 9 of this Plan, the Company shall have no obligation to deliver any certificate or certificates upon exercise of an option until one of the following conditions shall be satisfied:

(i) The issuance of shares with respect to which the option has been exercised is at the time of the issue of such shares effectively registered under applicable Federal and state securities laws as now in force or hereafter amended; or

(ii) Counsel for the Company shall have given an opinion that the issuance of such shares is exempt from registration under Federal and state securities laws as now in force or hereafter amended; and the Company has complied with all applicable laws and regulations with respect thereto, including without limitation all regulations required by any stock exchange upon which the Company's outstanding Common Shares are then listed.

12. Legend on Certificates. The certificates representing shares issued

pursuant to the exercise of an option granted hereunder shall carry such appropriate legend, and such written instructions shall be given to the Company's transfer agent, as may be deemed necessary or advisable by counsel to the Company in order to comply with the requirements of the Securities Act of 1933, as amended, or any state securities laws.

13. Representation of Optionee. If requested by the Company, the optionee

shall deliver to the Company written representations and warranties upon exercise of the option that are necessary to show compliance with Federal and state securities laws, including representations and warranties to the effect that a purchase of shares under the option is made for investment and not with a view to their distribution (as that term is used in the Securities Act of 1933, as amended).

14. Option Agreement. Each option granted under the provisions of this Plan

shall be evidenced by an option agreement, which agreement shall be duly executed and delivered on behalf of the Company and by the optionee to whom such option is granted. The option agreement shall contain such terms, provisions and conditions not inconsistent with this Plan as may be determined by the officer executing it.

15. Termination and Amendment of Plan. Options may no longer be granted

under this Plan after February 10, 2007, and this Plan shall terminate when all options granted or to be granted hereunder are no longer outstanding. The Board may at any time terminate this Plan or make such modification or amendment thereof as it deems advisable. Termination or any modification or amendment of this Plan shall not, without consent of a participant, affect his or her rights under an option previously granted to him.

16. Withholding of Income Taxes. Upon the exercise of an option, the

Company, in accordance with Section 3402(a) of the Internal Revenue Code, may require the optionee to pay withholding taxes in respect of amounts considered to be compensation includible in the optionee's gross income.

17. Compliance with Regulations. It is the Company's intent that the Plan

comply in all respects with Rule 16b-3 under the Securities Exchange Act of 1934, as amended (or any successor or amended provision thereof), and any applicable Securities and Exchange Commission interpretations thereof. If any provision of this Plan is deemed not to be in compliance with Rule 16b-3, the provision shall be null and void.

18. Governing Law. The validity and construction of this Plan and the

instruments evidencing options shall be governed by the laws of the State of Delaware, without giving effect to the principles of conflicts of law thereof.

Date Approved by Board of Directors of the Company: February 10, 1997

DISCREET LOGIC INC.

Non-Qualified Stock Option Agreement

for Non-Employee Directors under the 1997 Special Limited Non-Employee Director

Stock Option Plan

Discreet Logic, Inc., a Quebec corporation (the "Company"), hereby grants as of _____, 199__ (the "date of grant") to _____ (the "Optionee") an option to purchase a maximum of _____ Common Shares, without par value (the "Option Shares"), at a price of \$_____ per share, on the following terms and conditions:

1. Grant Under 1997 Special Limited Non-Employee Director Stock Option Plan

This option is granted pursuant to and is governed by the Company's 1997 Special Limited Non-Employee Director Stock Option Plan (the "Plan") and, unless the context otherwise requires, terms used herein shall have the meanings assigned to them in the Plan. Determinations made in connection with this option pursuant to the Plan shall be governed by the Plan as it exists on the date hereof. In the event of any conflict between this Agreement and the provisions of the Plan, the Plan shall govern.

2. Grant as Non-Qualified Option: Other Options

This option is intended to be a non-qualified option (rather than an incentive stock option) granted pursuant to the Plan, and the Board of Directors of the Company (the "Board") intends to take appropriate action, if necessary, to achieve this result. This option is in addition to any other options heretofore or hereafter granted to the Optionee by the Company, but a duplicate original of this instrument shall not effect the grant of another option.

3. Exercise of Option if Service as a Director Continues

Unless sooner terminated pursuant to Paragraph 4 hereof, this option shall vest in the Optionee and thus become exercisable as follows, provided that the Optionee has continuously served as a member of the Board through such vesting date. This option shall expire on the date which is ten (10) years from the date of grant.

Percentage of Option Shares for which
Option will be Exercisable (cumulative)

Date of Vesting

33 1/3%	Immediately upon date of grant
66 2/3%	One year from date of grant
100 %	Two years from date of grant

4. Termination of Option Rights

(a) In the event the Optionee ceases to be a member of the Board for any reason other than death or permanent disability, any then unexercised portion of this option shall, to the extent not then vested, immediately terminate and become void. Any portion of this option which is vested but has not been exercised at the time the Optionee so ceases to be a member of the Board may be exercised by the Optionee within 90 days of the date the Optionee ceased to be a member of the Board, and this option shall terminate after such 90 days have expired.

(b) In the event that the Optionee ceases to be a member of the Board by reason of his or her permanent disability or death, this option shall be immediately and automatically accelerated and become fully vested and the unexercised portion of this option shall be exercisable by the Optionee (or by the Optionee's personal representative, heir or legatee, in the event of death) until the scheduled expiration date of the option.

5. Exercise

To the extent then exercisable, the Optionee may exercise this option in whole or in part at any time and from time to time as provided by the terms of this Agreement and the Plan, except that this option may not be exercised for a fraction of a share. There shall be no such exercise at any one time as to fewer than one hundred (100) shares or all of the remaining shares then purchasable by the person or persons exercising the option, if fewer than one hundred (100) shares.

6. Payment of Price

(a) The option price is payable in United States dollars and may be paid:
(a) in dollars in cash or by cheque equal in amount to the option price;
(b) in whole or in part in Common Shares of the Company already owned by the person or persons exercising the option or shares subject to the option being exercised (subject to such restrictions and guidelines as the Board may adopt from time to time), valued at fair market value determined in accordance with the provisions of Paragraph 5 of the Plan; or (c) consistent with applicable law, through the delivery of an assignment to the Company of a sufficient amount of the proceeds from the sale of Option Shares acquired upon exercise of this option and an authorization to the broker or selling agent to pay that amount to the Company, which sale shall be at the Optionee's direction at the time of exercise.

(b) The Optionee may not pay any part of the exercise price hereof by transferring Common Stock to the Company unless such Common Stock has been owned by the Optionee free of any substantial risk of forfeiture for at least six months.

7. Method of Exercising Option

Subject to the conditions of the Plan and this Agreement, this option may be exercised by written notice to the Company, addressed to the Chief Financial Officer, at the principal executive office of the Company. Such notice shall state the election to exercise this option and the number of shares in respect of which it is being exercised and shall be signed by the person or persons so exercising this option. Such notice shall be accompanied by payment of the full purchase price of such shares. The Company's transfer agent shall, on behalf of the Company, prepare a certificate or certificates representing Option Shares acquired upon exercise of this option, shall register the Optionee (or the Optionee's personal representative, heir or legatee if this option is being exercised pursuant to Paragraph 4(b) hereof) as the owner of the Option Shares on the books of the Company and shall cause the fully executed certificate(s) representing such shares to be delivered to the Optionee (or the Optionee's personal representative, heir or legatee if this option is being exercised pursuant to paragraph 4(b) hereof) as soon as practicable after payment of the option price in full. In the event this option shall be exercised, pursuant to Paragraph 4(b) hereof, by any person or persons other than the Optionee, such notice shall be accompanied by appropriate proof of the right of such person or persons to exercise this option. All shares that shall be purchased upon the exercise of this option as provided herein shall be fully paid and non-assessable.

8. Option Not Transferable

This option is not transferable or assignable except by will or by the laws of descent and distribution or pursuant to a domestic relations order. During the Optionee's lifetime only the Optionee can exercise this option.

9. No Obligation to Exercise Option

The grant and acceptance of this option imposes no obligation on the Optionee to exercise it.

10. No Rights as Shareholder until Exercise

The Optionee shall have no rights as a shareholder with respect to any of the Option Shares until a share certificate therefor has been issued to the Optionee and the shares are fully paid for. Except as is expressly provided in Paragraph 10 of the Plan with respect to certain changes in the capitalization of the Company, no adjustment shall be made for dividends or similar rights for which the record date is prior to the date such share certificate is issued.

11. Capital Changes and Business Successions

It is the purpose of this option to encourage the Optionee to work for the best interests of the Company and shareholders. Since, for example, that might require the issuance of a stock dividend or a merger with another corporation, the purpose of this option would not be served if such a stock dividend, merger or similar occurrence would cause the

Optionee's rights hereunder to be diluted or terminated and thus be contrary to the Optionee's interest. The Plan contains extensive provisions for adjustment with respect to shares subject to options and the related provisions with respect to successors to the business of the Company are hereby made applicable hereunder and are incorporated herein by reference.

12. Withholding Taxes

The Optionee hereby agrees that the Company may withhold from the Optionee's remuneration, the appropriate amount of federal, state and local taxes attributable to the Optionee's exercise of any installment of this option. At the Company's discretion, the amount required to be withheld may be withheld in cash from such remuneration, or in kind from the Common Shares otherwise deliverable to the Optionee on exercise of this option. The Optionee further agrees that, if the Company does not withhold an amount from the Optionee's remuneration sufficient to satisfy the Company's withholding obligation, the Optionee will reimburse the Company on demand, in cash, for the amount underwithheld as determined by the Company in its sole discretion.

13. Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Delaware, without giving effect to the principles of conflicts of law thereof.

14. Language

Les parties ont demande que cette convention soit redigee en anglais; the parties have requested that this Agreement be written in English.

IN WITNESS WHEREOF the Company and the Optionee have caused this instrument to be executed, and the Optionee whose signature appears below acknowledges receipt of a copy of the Plan and acceptance of an original copy of this Agreement.

Discreet Logic Inc.
5505, Boulevard St. Laurent
Suite 5200
Montreal, Quebec, CANADA
H2T 1S6

By: _____

Title: _____

Optionee

Print Name

Street Address

City State Zip Code