

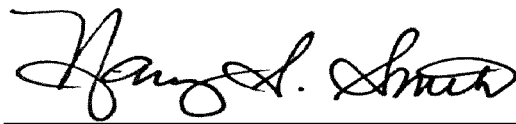
NOTICE OF CHANGE

In The Certificate Booklet
Issued to Employees of:

Autodesk, Inc.

This Notice is a summary of changes that have been made to your Booklet. These changes are effective on January 1, 2024. Keep this Notice with your Booklet.

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY

A handwritten signature in black ink, appearing to read "James A. Smith". The signature is written in a cursive style with a horizontal line underneath it.

Officer of the Company

AMENDMENT

to be attached to and made a part of
the Certificate for Group Plan No. SA3-890-LF1250-01
issued by

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY
(Lincoln)

to

Autodesk, Inc.
(Sponsor)

Effective date of this Amendment: January 1, 2024

The attached pages reflect the following revisions: Revised Evidence of Insurability Requirements

Autodesk, Inc.
January 1, 2024

DISCLAIMER

Sponsor: Autodesk, Inc.

Policy Number(s): SA3-890-LF1250-01

Date Provided: April 5, 2024

The following certificate(s) are a true copy of the certificate(s) issued under the policy(ies).

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY

Autodesk, Inc.

CERTIFICATE OF COVERAGE

The Lincoln National Life Insurance Company welcomes your employer as a client.

Sponsor: Autodesk, Inc.

Policy Number: SA3-890-LF1250-01

Effective Date: January 1, 2024

When this plan refers to "you" or "your" it means the Employee insured under this plan. This is your Life Insurance certificate of coverage as long as you are eligible for insurance and remain insured.

A few words about this certificate of coverage...

It is written in plain English. A few terms and provisions are written as required by insurance law. **PLEASE READ IT CAREFULLY.** If you have any questions about any terms and provisions, please contact the Insurance Administrator at your work location or write to Lincoln at 100 Liberty Way, Suite 100, Dover, New Hampshire 03820-4695. Lincoln will assist you in any way we can to help you understand your benefits.

If discussions with Lincoln, its agent or other representative, have failed to produce a satisfactory resolution to any problem, you may contact the California Insurance Department for assistance. Department of Consumer Services Division- 300 S. Spring Street, Los Angeles, CA 90013. Phone- 1-800-927-HELP.

Also, if the terms of your certificate of coverage and the policy differ, the policy will govern. Your coverage may be terminated or modified in whole or in part under the terms and provisions of the policy.



PRESIDENT

TABLE OF CONTENTS

SECTION 1. SCHEDULE OF BENEFITS

SECTION 2. DEFINITIONS

SECTION 3. ELIGIBILITY AND EFFECTIVE DATES

SECTION 4. INSURANCE BENEFITS

SECTION 5. EXCLUSIONS

SECTION 6. TERMINATION PROVISIONS

SECTION 7. GENERAL PROVISIONS

SECTION 1 - SCHEDULE OF BENEFITS

ELIGIBILITY REQUIREMENTS FOR INSURANCE BENEFITS

What is the Minimum Hourly Requirement?

Employees working a minimum of 20 regularly scheduled hours per week

What is the Classification of Covered Employees?

Class 1 All regular Autodesk Employees on the U.S. payroll, excluding Employees who elect the \$50,000 Basic Life benefit

Class 2 All regular Autodesk Employees on the U.S. payroll who elect the \$50,000 Basic Life benefit

Note: This policy does not cover the following Employees: Temporary and Seasonal Employees, and Employees who are not legal residents working in the United States.

What is the Eligibility Waiting Period?

1. If you are employed by the Sponsor on the plan effective date -
None
2. If you begin employment for the Sponsor after the plan effective date -
None

Are Employee Contributions Required?

Employee Basic Life Insurance Benefits:	No
Employee Optional Life Insurance Benefits:	Yes
Employee Basic Accidental Death and Dismemberment Insurance Benefits:	No
Employee Optional Accidental Death and Dismemberment Insurance Benefits:	Yes
Dependent Optional Life Insurance Benefits:	Yes
Dependent Basic Accidental Death and Dismemberment Insurance Benefits:	No
Dependent Optional Accidental Death and Dismemberment Insurance Benefits:	Yes

SECTION 1 - SCHEDULE OF BENEFITS

(Continued)

LIFE INSURANCE

What is the Amount of Insurance Benefit?

Employee Basic Life Insurance

Applicable to Class 1:

An amount equal to 1 times your Annual Earnings. If not a multiple of \$1,000.00, this amount will be rounded to the next higher multiple of \$1,000.00. This amount may not exceed \$2,000,000.00. The minimum amount is \$50,000.00.

Applicable to Class 2:

\$50,000.00

Employee Optional Life Insurance

An amount equal to 1, 2, 3, 4, 5, 6 or 7 times your Annual Earnings. If not a multiple of \$1,000.00, this amount will be rounded to the next higher multiple of \$1,000.00. This amount may not exceed \$2,000,000.00.

The overall combined Basic and Optional Life Insurance maximum is \$2,000,000.00

Dependent Optional Life Insurance:

SPOUSE

Spouse or Domestic Partner:

Option 1	\$10,000.00
Option 2	\$50,000.00
Option 3	\$100,000.00
Option 4	\$150,000.00
Option 5	\$200,000.00
Option 6	\$250,000.00
Option 7	\$300,000.00
Option 8	\$350,000.00

CHILD

Children (Age at Death):

Live birth, but under 26 years.

Option 1	\$10,000.00
Option 2	\$20,000.00

Note: The amount of Dependent Optional Life Insurance may not exceed 100% of the amount of Employee Basic and Optional Life Insurance in force on the Covered Employee.

SECTION 1 - SCHEDULE OF BENEFITS
(Continued)

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

What is the Full Amount of Insurance Benefit?

Employee Basic Accidental Death and Dismemberment Insurance

An amount equal to 1 times your Annual Earnings. If not a multiple of \$1,000.00, this amount will be rounded to the next higher multiple of \$1,000.00. This amount may not exceed \$2,000,000.00. The minimum amount is \$50,000.00.

Employee Optional Accidental Death and Dismemberment Insurance

An amount equal to 1, 2, 3, 4, 5, 6 or 7 times your Annual Earnings. If not a multiple of \$1,000.00, this amount will be rounded to the next higher multiple of \$1,000.00. This amount may not exceed \$2,000,000.00.

The overall combined Basic and Optional Accidental Death and Dismemberment Insurance maximum is \$2,000,000.00

Dependent Basic Accidental Death and Dismemberment Insurance:

CHILD

Children (Age at Death):

Live birth, but under 26 years.

\$10,000.00

Dependent Optional Accidental Death and Dismemberment Insurance:

SPOUSE

Spouse or Domestic Partner:

Option 1	\$10,000.00
Option 2	\$50,000.00
Option 3	\$100,000.00
Option 4	\$150,000.00
Option 5	\$200,000.00
Option 6	\$250,000.00
Option 7	\$300,000.00
Option 8	\$350,000.00

CHILD

Children (Age at Death):

Live birth, but under 26 years.

\$10,000.00

Basic Dependent Accidental Death and Dismemberment Insurance:

Note: The amount of Dependent Child Basic Accidental Death and Dismemberment Insurance may not exceed 100% of the amount of Employee Basic and Optional Accidental Death and Dismemberment Insurance in force on the Covered Employee.

Optional Dependent Accidental Death and Dismemberment Insurance:

Note: The amount of Dependent Optional Accidental Death and Dismemberment Insurance may not exceed 100% of the amount of Employee Basic and Optional Accidental Death and Dismemberment Insurance in force on the Covered Employee.

SECTION 1 - SCHEDULE OF BENEFITS

(Continued)

ADDITIONAL ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

What is the Employee Seat Belt Benefit?

Maximum Benefit Amount: 10.00% of Full Amount up to \$25,000.00

What is the Employee Air Bag Benefit?

Maximum Benefit Amount: 10.00% of Full Amount up to \$25,000.00

What is the Employee Repatriation Benefit?

Maximum Benefit Amount: \$5,000.00

What is the Employee Disappearance Benefit?

Maximum Benefit Amount: Full Amount up to \$2,000,000.00

What is the Employee Common Carrier Benefit?

Maximum Benefit Amount: Full Amount up to \$500,000.00

What is the Employee Child Education Benefit?

Maximum Annual Benefit (Per Dependent child): \$5,000.00

Maximum Lifetime Family Benefit Amount: \$25,000.00

Dependent Children Maximum Age: 26 years

What is the Employee Child Care Benefit?

Maximum Annual Benefit (Per Dependent child): \$5,000.00

Maximum Lifetime Family Benefit Amount: \$25,000.00

What is the Dependent Spouse or Domestic Partner Training Benefit?

Maximum Benefit Amount: \$10,000.00

Employee Coma Benefit:

Maximum Benefit Amount: 10.00% of Full Amount up to \$200,000.00

Employee Critical Burn Benefit:

Maximum Benefit Amount: 10.00% of Full Amount up to \$50,000.00

What is the Employee Rehabilitation Benefit?

Maximum Benefit Amount: 10.00% of Full Amount up to \$10,000.00

What is the Employee Adaptive Home or Adaptive Vehicle Benefit?

Maximum Benefit Amount:

10.00% of Full Amount up to \$10,000.00

SECTION 1 - SCHEDULE OF BENEFITS

(Continued)

What are the Evidence of Insurability Requirements?

Non-Medical Maximum:

Employee Optional Life Insurance Benefits:	The lesser of 5 times Annual Earnings or \$2,000,000.00
Combined Employee Basic and Optional Life Insurance Benefits:	\$2,000,000.00
Dependent Spouse or Domestic Partner Optional Life Insurance Benefits:	\$150,000.00

Any amounts of insurance in excess of the amount shown above that are due solely to salary increases are not subject to Evidence of Insurability.

Annual Enrollment:

Employee Basic Life Insurance Benefits:	Any increases above the current benefit level will be subject to Evidence of Insurability.
Employee Optional Life Insurance Benefits:	Any increases of more than 1 level above the current benefit level will be subject to Evidence of Insurability. Any increases will be subject to Evidence of Insurability if an Employee does not have coverage.
Dependent Spouse or Domestic Partner Optional Life Insurance:	Any increases of more than 1 level above the current benefit level will be subject to Evidence of Insurability. Any increases will be subject to Evidence of Insurability if a Dependent spouse does not have coverage.

Family Status Change:	
Employee Optional Life Insurance Benefits:	Any increases of more than 1 level above the current benefit level will be subject to Evidence of Insurability. Any increases will be subject to Evidence of Insurability if an Employee does not have coverage.

Dependent Spouse or Domestic Partner
Optional Life Insurance:

Any increases of more than 1 level above the current benefit level will be subject to Evidence of Insurability. Any increases will be subject to Evidence of Insurability if a Dependent spouse does not have coverage.

SECTION 2 - DEFINITIONS

In this section Lincoln defines some basic terms needed to understand this plan. The male pronoun whenever used in this policy includes the female.

"Active Employment" means you must be actively at work for the Sponsor:

1. on a full-time basis and paid regular earnings;
2. for at least the minimum number of hours shown in the Schedule of Benefits; and either perform such work:
 - a. at the Sponsor's usual place of business; or
 - b. at a location to which the Sponsor's business requires you to travel.

You will be considered actively at work if you were actually at work on the day immediately preceding:

1. a weekend (except where one or both of these days are scheduled work days);
2. holidays (except when the holiday is a scheduled work day);
3. paid vacations;
4. any non-scheduled work day;
5. an excused leave of absence (except medical leave for your own disabling condition and lay-off); and
6. an emergency leave of absence (except emergency medical leave for your own disabling condition).

"Administrative Office" means The Lincoln National Life Insurance Company, 100 Liberty Way, Suite 100, Dover, NH 03820-4695.

"Annual Earnings", applicable to sales Employees, means the Covered Person's total gross wages as reflected in the system of record of the Sponsor on the date immediately prior to the date of loss before any deductions for a 401(k) or Section 125 plan. However, such earnings will not include bonuses, overtime pay and extra compensation other than target commissions.

"Annual Earnings", applicable to all other Employees, means the Covered Person's total gross wages as reflected in the system of record of the Sponsor on the date immediately prior to the date of loss before any deductions for a 401(k) or Section 125 plan. However, such earnings will not include bonuses, commissions, overtime pay and any other extra compensation other than shift differentials.

"Annual Enrollment Period" or **"Enrollment Period"** means the period before each policy anniversary so designated by the Sponsor and Lincoln during which you may enroll for coverage under this policy.

SECTION 2 - DEFINITIONS

(Continued)

"**Confined**" means confinement in a hospital, skilled nursing facility or rehabilitation facility.

"**Covered Dependent**" means a Dependent whose coverage is in effect. It does not include a Dependent whose coverage has ended.

"**Covered Employee**" means a person in Active Employment insured under this policy.

"**Covered Person**" means an Employee in Active Employment or a Dependent insured under this policy.

"**Dependent**" means:

1. your lawful spouse, including a legally separated spouse, or Domestic Partner; and
2. your unmarried children, who meet the age requirements shown in the Schedule of Benefits.

Children include your own natural offspring, lawfully adopted children, and full-time students as defined by the school being attended. A child will be considered adopted on the date of placement in your home.

They also include stepchildren who are dependent on you for support and maintenance and living with you in a regular parent-child relationship.

They also include children who, on and after the date on which insurance would otherwise end because of the children's age, are Continuously Disabled.

With respect to this provision, "**Continuously Disabled**" means a child who is incapable of self-sustaining employment because of mental or physical disabilities and is chiefly dependent on you for support and maintenance, or institutionalized because of mental or physical disabilities.

Dependent does not include a person who is a member of the armed forces.

SECTION 2 - DEFINITIONS

(Continued)

"Domestic Partner" means an unmarried person of the same or opposite sex with whom you share a committed relationship, are jointly responsible for the other's welfare and financial obligations, at least 18 years of age and mentally competent to consent to a contract, not related by blood to a degree that could prohibit legal marriage in the state where legally residing, maintain the same residence(s) and is not married to or legally separated from anyone else. A Domestic Partner certification must be completed and filed with the Sponsor before the partner can be designated as a Dependent.

"Eligibility Date" means the date you become eligible for insurance under this plan. Eligibility Requirements are shown in the Schedule of Benefits.

"Eligibility Waiting Period" means the continuous length of time you must be in Active Employment in an eligible class to reach your Eligibility Date.

"Employee" means a person in Active Employment with the Sponsor.

"Enrollment Form" is the document completed by you, if required, when enrolling for coverage. This form must be satisfactory to Lincoln.

"Evidence of Insurability" means a statement of proof of the Covered Person's medical history upon which acceptance for insurance will be determined by Lincoln.

SECTION 2 - DEFINITIONS

(Continued)

"Family and Medical Leave" means a leave of absence for the birth, adoption or foster care of a child, or for the care of your child, spouse or parent or for your own serious health condition as those terms are defined by the Federal Family and Medical Leave Act of 1993 (FMLA) and any amendments, or by applicable state law.

"Family Status Change" means any one of the following events that may occur:

1. your marriage or divorce;
2. your filing or rescinding of a Domestic Partner certification;
3. the birth of a child to you;
4. the adoption of a child by you;
5. the death of your spouse or Domestic Partner or child;
6. the commencement or termination of employment of your spouse or Domestic Partner;
7. the change from part-time employment to full-time employment by you or your spouse or Domestic Partner;
8. the change from full-time employment to part-time employment by you or your spouse or Domestic Partner;
9. the taking of unpaid leave of absence by you or your spouse or Domestic Partner.

SECTION 2 - DEFINITIONS

(Continued)

"Initial Enrollment Period" means one of the following periods during which you may first enroll for coverage under this policy:

1. if you are eligible for insurance on the plan effective date, a period before the plan effective date set by the Sponsor and Lincoln.
2. if you become eligible for insurance after the plan effective date, the period which ends 31 days after your Eligibility Date.

"Injury" means bodily impairment resulting directly from an accident and independently of all other causes.

"Non-Medical Maximum" means an amount of insurance on a Covered Person which is not subject to Evidence of Insurability. The Non-Medical Maximum amounts are shown in the Schedule of Benefits. Any amounts of insurance in excess of the Non-Medical Maximums are subject to Evidence of Insurability. Evidence of Insurability will be at your expense.

"Physician" means a person who:

1. is licensed to practice medicine and is practicing within the terms of his license; or
2. is a licensed practitioner of the healing arts in a category specifically favored under the health insurance laws of the state where the treatment is received and is practicing within the terms of his license.

It does not include you, any family member or domestic partner.

SECTION 2 - DEFINITIONS

(Continued)

"Proof" means the evidence in support of a claim for benefits and includes, but is not limited to, the following:

1. a claim form completed and signed (or otherwise formally submitted) by you or your beneficiary claiming benefits;
2. an attending Physician's statement completed and signed (or otherwise formally submitted) by the Covered Person's attending Physician; and
3. the provision by the attending Physician of standard diagnosis, chart notes, lab findings, test results, x-rays and/or other forms of objective medical evidence in support of a claim for benefits;
4. a certified copy of a death certificate.

Proof must be submitted in a form or format satisfactory to Lincoln.

"Schedule of Benefits" means the section of this plan which shows, among other things, the Eligibility Requirements, Eligibility Waiting Period, and Amount of Insurance Benefit.

"Sickness" means disease or illness including related conditions and recurrent symptoms of the sickness. Sickness also includes pregnancy.

"Sponsor" means the entity to whom this plan is issued.

SECTION 3 - ELIGIBILITY AND EFFECTIVE DATES

What are the Eligibility Requirements for Employee and Dependent Insurance Benefits?

The eligibility requirements for insurance benefits are shown in the Schedule of Benefits.

What is your Eligibility Date for Insurance Benefits?

Employee Coverage:

If you are in an eligible class you will qualify for insurance on the later of:

1. this plan's effective date; or
2. the day after you complete the Eligibility Waiting Period shown in the Schedule of Benefits.

Dependent Coverage:

If you are eligible for Employee coverage you will be eligible for Dependent coverage on the later of:

1. the date you are eligible for Employee coverage if on that date you have a Dependent; or
2. the date you acquire a Dependent if on that date you are eligible for Employee coverage.

If both parents are Employees, either parent or both will be eligible for Dependent coverage with respect to their dependent children.

What Happens During the Annual Enrollment Period?

During each Annual Enrollment Period, you may keep your coverage at the same level or make any one of the following changes in coverage for the next plan year, subject to any Evidence of Insurability Requirements as shown in the Schedule of Benefits:

1. decrease your coverage;
2. increase your coverage including enrolling for the first time.

If you fail to enroll for a change in your coverage option during any Annual Enrollment Period you will continue to be insured for the same coverage option during the next plan year, unless you experience a Family Status Change.

SECTION 3 - ELIGIBILITY AND EFFECTIVE DATES

(Continued)

What Happens when you Experience a Family Status Change?

When you experience a Family Status Change, you may keep your coverage at the same level or make any one of the following changes in coverage, subject to any Evidence of Insurability Requirements as shown in the Schedule of Benefits:

1. decrease your coverage;
2. increase your coverage including enrolling for the first time.

You must apply for the change in coverage within 31 days of the date of the Family Status Change. Such changes in coverage must be due to or consistent with the reason that the change in coverage was permitted. A change in coverage is consistent with a Family Status Change only if it is necessary or appropriate as the result of the Family Status Change.

What is Your Effective Date for Insurance?

Insurance will be effective at 12:01 A.M. Standard Time in the governing jurisdiction on the day determined as follows, but only if your application or enrollment for insurance is made with Lincoln through the Sponsor in a form or format satisfactory to Lincoln.

Employee Coverage:

1. For non-contributory coverage not subject to Evidence of Insurability, you will be insured on your Eligibility Date.
2. For non-contributory coverage subject to Evidence of Insurability, you will be insured on the later of the date Lincoln gives approval or your Eligibility Date.
3. For contributory coverage not subject to Evidence of Insurability, you will be insured on the later of the date you make application or your Eligibility Date, provided you make application no later than 31 days after your Eligibility Date.
4. For contributory coverage subject to Evidence of Insurability, you will be insured on the later of the date Lincoln gives approval or your Eligibility Date, provided you make application no later than 31 days after your Eligibility Date.

Evidence of Insurability will be at your Expense.

SECTION 3 - ELIGIBILITY AND EFFECTIVE DATES

(Continued)

What is Your Effective Date of Insurance? (Continued)

Dependent Coverage:

1. For non-contributory coverage not subject to Evidence of Insurability, your Dependent will be insured on your Eligibility Date.
2. For non-contributory coverage subject to Evidence of Insurability, your Dependent will be insured on the later of the date Lincoln gives approval or your Eligibility Date.
3. For contributory coverage not subject to Evidence of Insurability, your Dependent will be insured on the later of the date you make application or your Eligibility Date, provided you make application no later than 31 days after your Eligibility Date.
4. For contributory coverage subject to Evidence of Insurability, your Dependent will be insured on the later of the date Lincoln gives approval or your Eligibility Date, provided you make application no later than 31 days after your Eligibility Date.

Evidence of Insurability will be at your Expense.

Increases or Decreases:

Any increase in or addition to coverage will take effect on the date of the change.

Any decrease in or deletion of coverage will take effect on the date of the change.

Any such change applies to loss of life or accidental Injury that occurs on or after the effective date of the change.

When will Your Effective Date for Employee Insurance be Delayed?

The effective date of any initial, increased or additional insurance will be delayed for an individual if you are not in Active Employment because of Injury or Sickness. The initial, increased or additional insurance will begin on the date the individual returns to Active Employment.

When will Your Effective Date for Dependent Insurance be Delayed?

If a Covered Dependent is Confined on the date the increase or addition is to take effect, it will take effect when the confinement ends.

SECTION 3 - ELIGIBILITY AND EFFECTIVE DATES

(Continued)

What Happens to Your Coverage During a Family and Medical Leave?

Your coverage may be continued under this plan for an approved family or medical leave of absence for up to 12 weeks following the date coverage would have terminated, subject to the following:

1. the authorized leave is in writing;
2. the required premium is paid;
3. your benefit level, or the amount of earnings upon which your benefit may be based, will be that in effect on the date before said leave begins; and
4. continuation of coverage will cease immediately if any one of the following events should occur:
 - a. you return to work;
 - b. this plan terminates;
 - c. you are no longer in an eligible class;
 - d. nonpayment of premium when due by the Sponsor or you;
 - e. your employment terminates.

What Happens During Leave of Absence?

The Sponsor may continue your coverage(s) by paying the required premiums, if you are granted an approved leave of absence.

Your coverage(s) will not continue beyond a period of twelve months. In continuing such coverage(s) under this provision, the Sponsor agrees to treat all Covered Employees equally.

What Happens During Leave of Absence Due to Disability?

The Sponsor may continue your coverage(s) by paying the required premiums, if you are granted an approved leave of absence due to a disability.

Your coverage(s) will not continue beyond a period of six months. In continuing such coverage(s) under this provision, the Sponsor agrees to treat all Covered Employees equally.

What Happens if You are Rehired?

If you are re-hired by the Sponsor within 30 days of your termination date, all past periods of Active Employment with the Sponsor will be used in determining your Eligibility Date. If you are re-hired by the Sponsor more than 30 days after your termination date, you are considered to be a new Employee when determining your Eligibility Date.

SECTION 3 - ELIGIBILITY AND EFFECTIVE DATES

(Continued)

What Happens During a Labor Dispute?

ELIGIBILITY

A Covered Employee whose coverage under this policy ends because he stops active work as a result of a labor dispute may have the right to have continued coverage. To continue coverage, the required premium must be paid to the Sponsor when due.

To qualify for continued coverage, a Covered Employee must have been covered by this policy on the date of cessation of work.

If any premium was due prior to the date of cessation of work and is unpaid at the date of cessation of work, continuation may be contingent upon payment of such premium.

PAYMENT FOR CONTINUED COVERAGE

The Covered Employee must pay his individual contribution of premium and any contribution due from the employer for the period of cessation of work. The premium will be 100% of the total employer and employee cost of providing the same benefits if the cessation of work had not occurred. The individual premium rate may be increased up to an additional 20%, or a higher percent if approved by the Commissioner of Insurance of California.

BENEFITS UNDER CONTINUED COVERAGE

This continued coverage will at all times provide the same benefits as would have been afforded to the Covered Employee the work cessation not occurred. This includes any changes in the coverage under this policy as may become effective while continued coverage is in effect.

TERMINATION OF CONTINUED COVERAGE

A Covered Employee's continued coverage under this provision will end at the earliest of these dates:

- the date which ends the "maximum period" as defined below;
- the date ending the last period for which the covered person has made any required payment for continued coverage on a timely basis;
- the date work cessation ends;
- the date on which the number of persons for which premium is paid is less than 75% of those eligible to continue coverage;
- the date a Covered Employee takes full-time employment with another employer.

The "maximum period" referred to above will start with the first day of the period of work cessation and will end with the date 6 months after the work cessation began.

SECTION 4 - INSURANCE BENEFITS

EMPLOYEE LIFE INSURANCE

Benefits

When is Your Life Insurance Benefit Payable?

When Lincoln receives satisfactory Proof of your death, Lincoln will pay the proceeds of the Life Insurance in force on your life under this plan. The benefit payable is shown in the Schedule of Benefits.

Conversion Privilege

What is the Conversion Privilege?

Conversion Privilege at Individual Termination or Reduction of Benefits:

If all or part of your coverage ends, you may convert the amount that ends to an individual Life Insurance policy. Conversion is subject to the following conditions:

1. within 31 days after coverage ends or is reduced, you must make written application to Lincoln and pay the first premium payment.
2. the individual policy will be issued without Evidence of Insurability. It will contain Life Insurance benefits only. The policy will be one then being offered by Lincoln. The premium due will be based on the premium schedule of Lincoln's conversion policy that applies to your class of risk and age at the birthday nearest to the effective date of the individual policy.

The individual policy will be effective 31 days after your group coverage ends.

Conversion Privilege at Class or Plan Termination:

If coverage ends for all employees or for your class, you are entitled to a limited conversion privilege. You must have been covered for at least 5 years. You must apply for the individual policy in the same manner as described above. The amount you may convert is limited to the lesser of:

1. the amount you were covered for on the date the group coverage terminated less any group insurance you become eligible for within 31 days; or
2. \$2,000.

The individual policy will be effective 31 days after your group coverage ends.

Death Within the 31 Days Allowed for Conversion:

If you die within the 31 days allowed for conversion, Lincoln will pay to your beneficiary the amount you were eligible to convert. Such insurance will be paid as a claim under this policy. Any premiums paid for a converted policy will be refunded.

SECTION 4 - INSURANCE BENEFITS

(Continued)

EMPLOYEE LIFE INSURANCE (Continued)

Accelerated Death Benefit

What is the Accelerated Death Benefit?

Note: The receipt of an Accelerated Death Benefit may be taxable. You should consult your tax consultant or legal advisor before applying for an Accelerated Death Benefit.

If, while insured under this plan, you or your Covered Dependent spouse or Domestic Partner gives Lincoln satisfactory Proof of having a Terminal Condition, you or your Covered Dependent spouse or Domestic Partner may receive a portion of your Life Insurance as an Accelerated Death Benefit. Such insurance will be paid one time to you or your Covered Dependent spouse or Domestic Partner in one lump sum.

The amount of Accelerated Death Benefit payable under this policy is limited to the lesser of the following:

1. the Accelerated Death Benefit amount requested by you;
2. 80.00% of your Life Insurance that is in force on the date you apply for an Accelerated Death Benefit; or
3. \$1,000,000.00.

The amount of Accelerated Death Benefit payable to your Covered Dependent spouse or Domestic Partner under this policy is limited to the lesser of the following:

1. the Accelerated Death Benefit amount requested by your Covered Dependent spouse or Domestic Partner;
2. 80.00% of your Covered Dependent spouse's or Domestic Partner's Life Insurance that is in force on the date your Covered Dependent spouse or Domestic Partner applies for an Accelerated Death Benefit; or
3. \$350,000.00.

If the amount of your or your Covered Dependent spouse's or Domestic Partner's Life Insurance under this plan is scheduled to reduce within 12 months following the date you or your Covered Dependent spouse or Domestic Partner applies for the Accelerated Death Benefit, the benefit payable under this plan will be based on the reduced amount.

When Must You Apply for an Accelerated Death Benefit?

You or your Covered Dependent spouse or Domestic Partner must apply for an Accelerated Death Benefit. To apply, you or your Covered Dependent spouse or Domestic Partner must give Lincoln:

1. certification, from a Physician, that you have a Terminal Condition, as defined by this plan;
2. supporting evidence satisfactory to Lincoln, documenting the Terminal Condition;
3. a completed claims form.

SECTION 4 - INSURANCE BENEFITS

(Continued)

EMPLOYEE LIFE INSURANCE COVERAGE (Continued)

Accelerated Death Benefit (Continued)

When Must you Apply for an Accelerated Death Benefit? (Continued)

During the pendency of a claim, Lincoln may, at its own expense, have a Physician examine you or your Covered Dependent spouse or Domestic Partner.

If you or your Covered Dependent spouse or Domestic Partner have assigned all or a portion of the Life Insurance under this policy or named an irrevocable beneficiary, you or your Covered Dependent spouse or Domestic Partner must also give Lincoln a signed written consent form from the assignee or irrevocable beneficiary.

The Accelerated Death Benefit will be payable upon receipt of satisfactory Proof of a Terminal Condition; and signed written consent from an assignee or irrevocable beneficiary, if required.

With respect to this provision "**Terminal Condition**" means a condition:

1. which is expected to result in your or your Covered Dependent spouse's or Domestic Partner's death within 12 months; and
2. from which there is no reasonable prospect of recovery.

What is the Effect on Insurance?

The amount of your or your Covered Dependent spouse's or Domestic Partner's Life Insurance will be reduced by the amount paid as an Accelerated Death Benefit. Premiums, if any, for the remaining portion of your or your Covered Dependent spouse's or Domestic Partner's Life Insurance will be based on the amount of the remaining Life Insurance in effect after payment of the Accelerated Death Benefit. All other terms and provisions of this policy will apply to the remaining portion. Receipt of an Accelerated Death Benefit does not affect any Accidental Death or Dismemberment insurance benefit in force on your or your Covered Dependent spouse's or Domestic Partner's life.

Exceptions

No Accelerated Death Benefit will be paid if:

1. you or your Covered Dependent spouse or Domestic Partner are required by a court of law to exercise this option to satisfy a claim of creditors, whether in bankruptcy or otherwise;
2. you or your Covered Dependent spouse or Domestic Partner are required by a governmental agency to exercise this option in order to apply for, receive, or continue a government benefit or entitlement;
3. all or a part of your insurance must be paid to your children or spouse or former spouse as part of a divorce decree, separate maintenance agreement or property settlement agreement;
4. you are married and live in a community property state, unless your spouse has given Lincoln signed written consent; or
5. you or your Covered Dependent spouse or Domestic Partner have previously received an Accelerated Death Benefit under this plan or any other group plan held by the Sponsor.

SECTION 4 - INSURANCE BENEFITS

(Continued)

DEPENDENT LIFE INSURANCE

Benefits

When is Your Dependent Life Insurance Benefit Payable?

When Lincoln receives satisfactory Proof of your Covered Dependent's death, Lincoln will pay to you the amount in force on such Dependent's life under this plan. The Dependent Life Insurance benefit will be paid in one sum. It is shown in the Schedule of Benefits.

Conversion Privilege

What is the Conversion Privilege?

Conversion Privilege at Individual Termination or Reduction of Benefits:

If a Covered Dependent's coverage ends because:

1. of your death; or
2. your employment in an eligible class for Dependent Life Insurance ends,

your Covered Dependent spouse or Domestic Partner may convert Dependent Life Insurance to an individual policy. Within 31 days after coverage ends, your Covered Dependent spouse or Domestic Partner must make written application to Lincoln and pay the first premium payment. The individual policy will contain Life Insurance benefits only. The policy will be one then being offered by Lincoln. Evidence of Insurability will not be required.

Conversion Privilege at Class or Policy Termination:

If your Covered Dependent's coverage ends because:

1. coverage ends for all employees; or
2. coverage ends for all employees in your eligible class,

your Covered Dependent spouse or Domestic Partner is entitled to a limited conversion privilege. You must be entitled to convert to an individual policy in order for your Covered Dependent spouse or Domestic Partner to have this limited privilege. Conversion must be applied for in the same way as stated above. The amount your Covered Dependent spouse or Domestic Partner may convert is limited to the lesser of:

1. the amount your Covered Dependent spouse or Domestic Partner was covered for on the date coverage ended less any group insurance you become eligible for within 31 days; or
2. \$2,000.

The individual policy will become effective 31 days after your Covered Dependent spouse's or Domestic Partner's coverage ends.

Death Within the 31 Days Allowed for Conversion:

Dependent Life Insurance is payable if your Covered Dependent spouse or Domestic Partner dies during this period. The amount payable is the amount your Covered Dependent spouse or Domestic

Partner was entitled to convert. Such insurance will be paid under this plan. Any premium paid for an individual plan will be refunded.

SECTION 4 - INSURANCE BENEFITS

(Continued)

EMPLOYEE AND DEPENDENT ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE Benefits

When is Your Accidental Death and Dismemberment Insurance Benefit Payable?

Accidental Death and Dismemberment benefits are payable when you or your Covered Dependent suffers a loss solely as the result of accidental Injury that occurs while covered. The loss must occur within 365 days after the date of the accident. The benefit payable is called the Full Amount. It is shown in the Schedule of Benefits.

Loss Schedule:	Benefit Payable:
Life	Full Amount
Both Hands or Both Feet	Full Amount
Sight of Both Eyes	Full Amount
One Hand and One Foot	Full Amount
One Hand and Sight of One Eye	Full Amount
One Foot and Sight of One Eye	Full Amount
Speech and Hearing in Both Ears	Full Amount
One Hand or One Foot	One-half Full Amount
Sight of One Eye	One-half Full Amount
Speech or Hearing in Both Ears	One-half Full Amount
Thumb and Index Finger of the Same Hand	One-quarter Full Amount
Quadriplegia	Full Amount
Paraplegia	One-half Full Amount
Hemiplegia	One-half Full Amount
Diplegia	One-half Full Amount
Monoplegia	One-quarter Full Amount

Payment is made for loss due to each accident without regard to loss resulting from any prior accident. In no event may the total amount payable for all losses due to any one accident exceed the Full Amount.

Loss of hands or feet means complete severance through or above the wrist or ankle joint.

Loss of sight, speech or hearing must be total and irrecoverable.

Loss of thumb and index finger means that all of the thumb and index finger are cut off at or above the joint closest to the wrist. This benefit is not payable if a benefit is payable for the loss of the same entire hand.

Quadriplegia means the total and permanent paralysis of both upper and lower limbs.

Paraplegia means the total and permanent paralysis of both lower limbs.

Hemiplegia means the total and permanent paralysis of the upper and lower limbs on one side of the body.

Diplegia means the total and permanent paralysis of both arms.

Monoplegia means the total and permanent paralysis of one arm or one leg.

SECTION 4 - INSURANCE BENEFITS

(Continued)

ADDITIONAL ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

Benefits

When will a Seat Belt Benefit be Payable?

Lincoln will pay an additional benefit if accidental death was caused by an Automobile accident while the Covered Person was driving or riding in an Automobile and the Covered Person was covered by this policy. The benefit is payable if the Covered Person was wearing a Seat Belt at the time of the accident. The benefit payable is shown in the Schedule of Benefits.

Lincoln must be given satisfactory written Proof that the Covered Person's death resulted from an Automobile accident while wearing a Seat Belt. A copy of the police accident report should be submitted with the claim. If a copy of the police accident report is not available, or if it is unclear that the Covered Person was wearing a Seat Belt, Lincoln will pay 10.00% of the maximum benefit as shown in the Schedule of Benefits.

No benefit will be paid if the Covered Person was the driver of the Automobile and did not hold a current valid driver's license.

When will an Air Bag Benefit be Payable?

Lincoln will pay an additional benefit if accidental death was caused by an Automobile accident while the Covered Person was driving or riding in an Automobile and the Covered Person was covered by this policy. The benefit is payable if the Covered Person was wearing a Seat Belt at the time of the accident and was seated behind a properly installed Air Bag. The benefit payable is shown in the Schedule of Benefits.

Lincoln must be given satisfactory written Proof that the Covered Person's death resulted from an Automobile accident while wearing a Seat Belt and the Automobile was equipped with an Air Bag directly in front of the Covered Person. A copy of the police accident report should be submitted with the claim.

No benefit will be paid if the Covered Person was the driver of the Automobile and did not hold a current valid driver's license.

With respect to this provision, "**Air Bag**" means the passive restraint device in an Automobile which inflates automatically upon collision to provide protection in Automobile accidents. The Air Bag must meet the Federal Vehicle Safety Standards of the National Highway Traffic Safety Administration and be installed by the manufacturer.

With respect to this provision, "**Automobile**" means a private passenger motor vehicle licensed for use on public highways.

With respect to this provision, "**Seat Belt**" means a combination lap and shoulder restraint system that must meet the Federal Vehicle Safety Standards of the National Highway Traffic Safety Administration and be installed by the manufacturer. A Seat Belt will include a lap belt alone, but only if the Automobile did not have a combination lap and shoulder restraint system when manufactured. Seat Belt does not include a shoulder restraint alone.

SECTION 4 - INSURANCE BENEFITS

(Continued)

ADDITIONAL ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE (Continued)

Benefits (Continued)

When will a Repatriation Benefit be Payable?

Applicable to Basic Accidental Death & Dismemberment:

Lincoln will pay an additional benefit for the transportation of the Covered Person's body to a mortuary chosen by the Covered Person or beneficiary. Payment will be made in the event the Covered Person suffers loss of life at least 200 miles from the Covered Person's principal place of residence. Written proof of the expenses must be submitted to Lincoln prior to payment. The benefit payable is shown in the Schedule of Benefits.

When will a Exposure Benefit be Payable?

Applicable to Basic Accidental Death & Dismemberment:

Lincoln will pay a benefit to the Covered Person or beneficiary in the event the Covered Person suffers a loss from exposure to the elements of nature by reason of a covered Injury. The benefit payable is shown on the Loss Schedule in the Accidental Death and Dismemberment provision.

When will a Disappearance Benefit be Payable?

Applicable to Basic Accidental Death & Dismemberment:

Lincoln will pay a benefit to the beneficiary in the event the body of the Covered Person is not found within 365 days after the disappearance, sinking or wrecking of a public conveyance in which the Covered Person was known to be a fare-paying Passenger. The Covered Person will be presumed to have died resulting from Injury caused by an accident. The benefit payable is equal to the Full Amount payable under Accidental Death and Dismemberment shown in the Schedule of Benefits.

With respect to this provision, "**Passenger**" is defined as an individual other than a pilot, operator or crew member who is riding in or on, boarding, or dismounting from a public conveyance.

When will a Common Carrier Benefit be Payable?

Applicable to Basic Accidental Death & Dismemberment:

Lincoln will pay an additional benefit to the beneficiary if the Covered Person suffers loss of life as a result of an accident occurring while riding as a fare-paying Passenger on a public conveyance. The benefit payable is equal to the Full Amount payable under Accidental Death and Dismemberment up to the maximum benefit shown in the Schedule of Benefits.

With respect to this provision, "**Common Carrier**" means a public conveyance operated by a licensed Common Carrier for the transportation of the general public for a fare and operating on regular passenger routes, within the continental United States, Alaska and Hawaii, with a definite schedule of departures and arrivals.

With respect to this provision, "**Passenger**" is defined as an individual other than a pilot, operator or crew member who is riding in or on, boarding, or dismounting from a public conveyance.

SECTION 4 - INSURANCE BENEFITS

(Continued)

ADDITIONAL ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE (Continued)

Benefits (Continued)

When will a Child Education Benefit be Payable?

Applicable to Basic Accidental Death & Dismemberment:

Lincoln will pay a one-time benefit to you or your beneficiary on behalf of your Dependent children if you suffer loss of life as a result of an accident provided:

1. the Dependent child meets the definition of Dependent under this plan; and
2. satisfactory proof is furnished to Lincoln that the child is a Dependent child; and
3. on the date of the accident the Dependent child was at the 12th grade level and enrolls as a full-time student in an accredited post-secondary institution of higher learning within 365 days of the Covered Person's death; or
4. the Dependent child continues to be enrolled as a full-time student in an accredited post-secondary institution of higher learning.

The one-time benefit payable is shown in the Schedule of Benefits. A benefit will not be payable beyond the earlier of:

- a. 4 years;
- b. the attainment of a bachelor's degree; or
- c. the attainment of the Dependent maximum age shown in the Schedule of Benefits.

The maximum benefit payable under this provision is shown in the Schedule of Benefits.

SECTION 4 - INSURANCE BENEFITS

(Continued)

ADDITIONAL ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE (Continued)

Benefits (Continued)

When will a Child Care Benefit be Payable?

Applicable to Basic Accidental Death & Dismemberment:

Lincoln will pay a one-time benefit to you or your beneficiary on behalf of your Dependent children if you suffer loss of life as a result of an accident provided:

1. the Dependent child meets the definition of Dependent under this plan; and
2. proof is furnished to Lincoln that the child is a Dependent child and is age 7 or under; and
3. the Dependent child is enrolled within 365 days of the Covered Person's death or continues to be enrolled in a legally licensed Child Care Program.

Proof of a Dependent child's enrollment in a Child Care Program may be in the form of, but not limited to, the following:

1. a copy of the Dependent child's approved enrollment application in a Child Care Program; or
2. a canceled check which proves payment for a Child Care Program; or
3. a letter from the Child Care Program stating the Dependent child is attending a Child Care Program or has been enrolled in a Child Care Program and will be attending within 365 days of the date of the Covered Person's death.

The benefit payable is shown in the Schedule of Benefits. The maximum benefit payable under this provision is shown in the Schedule of Benefits.

With respect to this provision, "**Child Care Program**" means a center of child care which:

1. holds a license as a day care center, or is operated by a licensed day care provider, if required; or
2. if licensing is not required, operates primarily for the care of children on a daily basis for 12 months a year; and
3. is operated in a private home, school or other facility; and
4. customarily charges for the care provided.

A Child Care Program does not include a hospital; the Dependent child's home or care provided during normal school hours while a Dependent child is attending grades one through three.

SECTION 4 - INSURANCE BENEFITS

(Continued)

ADDITIONAL ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE (Continued)

Benefits (Continued)

When will a Spouse Training Benefit be Payable?

Applicable to Basic Accidental Death & Dismemberment:

Lincoln will pay a one-time benefit to your surviving Dependent spouse or Domestic Partner if you suffer loss of life as a result of an accident provided:

1. satisfactory proof is furnished to Lincoln that the Dependent spouse or Domestic Partner meets the definition of Dependent under this plan; and
2. within 365 days after your death, the surviving Dependent spouse or Domestic Partner is enrolled and attending an accredited institution or trades program for the purpose of obtaining employment or increasing earnings.

The benefit payable is shown in the Schedule of Benefits.

SECTION 4 - INSURANCE BENEFITS

(Continued)

ADDITIONAL ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE (Continued)

Benefits (Continued)

What is the Coma Benefit?

Applicable to Basic Accidental Death & Dismemberment:

Subject to all terms, conditions, and limitations of the Policy, Lincoln will pay a Coma Benefit if, as a result of an accident, you become Comatose.

For the Coma benefit to be payable:

1. you must become comatose within a 31 day period from the date of the accident; and
2. remain Comatose for at least 30 days.

Applicable to Basic Accidental Death and Dismemberment Insurance:

The Coma Benefit payable is:

1. 10.00% of the full Accidental Death and Dismemberment benefit amount up to a maximum of \$200,000.00; and
2. in addition to the Accidental Death and Dismemberment benefit payable under the policy.

The Coma Benefit will be paid to the Covered Person or the designated beneficiary.

For the purposes of this provision, "**Coma**" or "**Comatose**" means complete and continuous:

1. unconsciousness; and
2. inability to respond to external or internal stimuli.

Lincoln must be given satisfactory written proof of your medical condition.

SECTION 4 - INSURANCE BENEFITS

(Continued)

ADDITIONAL ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE (Continued)

Benefits (Continued)

What is the Critical Burn Benefit?

Applicable to Basic Accidental Death & Dismemberment:

Subject to all terms, conditions, and limitations of the Policy, Lincoln will pay a Critical Burn Benefit if, as a result of an accident, you suffer a Critical Burn.

For the Critical Burn Benefit to be payable:

1. you must, as a result of an accident that occurred while covered under the Policy Accidental Death and Dismemberment provision;
2. be Critically Burned and suffer scarring over at least 25% of your body; and
3. require reconstructive surgery.

Applicable to Basic Accidental Death and Dismemberment Insurance:

The Critical Burn Benefit payable is:

1. 10.00% of the full Accidental Death and Dismemberment benefit amount up to a maximum of \$50,000.00; and
2. in addition to the Accidental Death and Dismemberment benefit payable under the terms of the policy.

With respect to this provision "**Critical Burn**" or "**Critically Burned**" means a third degree burn certified by a Physician that occurs while you are covered for this Benefit.

SECTION 4 - INSURANCE BENEFITS

(Continued)

ADDITIONAL ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE (Continued)

Benefits (Continued)

What is the Rehabilitation Benefit?

Applicable to Basic Accidental Death & Dismemberment:

Subject to all terms, conditions, and limitations of the Policy, Lincoln will pay a one time benefit for reimbursement of Expense Incurred for approved Rehabilitation if, as a result of an accident, you suffer a loss listed on the Loss Schedule, other than a loss of life. The Rehabilitation Benefit is in addition to the Accidental Death and Dismemberment benefit payable under the terms of the Policy.

Applicable to Basic Accidental Death and Dismemberment Insurance:

The Rehabilitation Benefit payable is the lesser of:

1. Expense Incurred; or
2. 10.00% of the full Accidental Death and Dismemberment benefit amount up to a maximum of \$10,000.00.

With respect to this provision, "**Rehabilitation**" means any training that is:

1. part of an individualized written rehabilitation program; and
2. required, due to your accident, to prepare you for an occupation in which you would have not engaged except for the accident; and
3. agreed upon with a rehabilitation counselor certified by the Commission on Rehabilitation Counselor Certification.

With respect to this provision, "**Expense Incurred**" means the actual cost of the:

1. training; and
2. materials needed for the training.

Rehabilitation must occur during the two year period that begins on the date of your accident.

If the benefits payable under this provision are covered by one or more group insurance contracts in addition to the Lincoln group life insurance contract containing this provision, the benefits payable under this provision shall be secondary to any payments made under such other insurance contracts.

SECTION 4 - INSURANCE BENEFITS

(Continued)

ADDITIONAL ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE (Continued)

Benefits (Continued)

What is the Adaptive Home or Adaptive Vehicle Benefit?

Applicable to Basic Accidental Death & Dismemberment:

Subject to all terms, conditions, and limitations of the Policy, Lincoln will pay, in addition to the Accidental Death And Dismemberment benefit on the Loss Schedule, a one time benefit for reimbursement of Expense Incurred for either Adaptive Home or Vehicle Modifications if, as the result of an accident, you suffer a loss listed on the Loss Schedule, other than a loss of life.

For the Home Modification Reimbursement Benefit to be payable, the Home Modifications must be:

1. necessary, due to the accident, to make your home accessible; and
2. performed by a licensed contractor, if such a license is required in the state, who is not you, any family member, or domestic partner.

For the Vehicle Modification Reimbursement Benefit to be payable, the Vehicle Modifications must be:

1. necessary, due to the accident, to make your private automobile accessible for driving or riding by you; and
2. performed by a licensed contractor, if such a license is required in the state, who is not you, any family member, or domestic partner.

Applicable to Basic Accidental Death and Dismemberment Insurance:

The Adaptive Home or Vehicle Modification Benefit payable is the lesser of:

1. Expense Incurred; or
2. 10.00% of the full Accidental Death and Dismemberment benefit amount up to a maximum of \$10,000.00.

With respect to this provision, "**Expense Incurred**" means the actual cost of the Home or Vehicle Modifications.

The Home or Vehicle Modifications must be made within the two year period that begins on the date of your accident.

If the benefits payable under this provision are covered by one or more group insurance contracts in addition to the Lincoln group life insurance contract containing this provision, the benefits payable under this provision shall be secondary to any payments made under such other insurance contracts.

SECTION 4 - INSURANCE BENEFITS

(Continued)

WAIVER OF PREMIUM FOR TOTAL DISABILITY

If you become Totally Disabled while insured under this plan you may be eligible for continued Life Insurance coverage without premium payment.

Total Disability Beginning Prior to Age 65. Premium payments will be waived from the first premium due date following the date of your Total Disability until the date Waiver of Premium terminates provided:

1. you become Totally Disabled before age 65;
2. within one year from the date you are no longer in Active Employment Lincoln receives initial Proof that your Total Disability has continued for 6 months (initial Proof); and
3. during the three months before each anniversary of receipt of initial Proof, Lincoln receives Proof of continuation of Total Disability.

In addition, Lincoln, at its own expense, may request you to be examined by a Physician chosen by Lincoln. After the benefit has been continued for two years under this provision, Lincoln will not require an examination more than once a year.

When Proof of Total Disability has been approved, premiums will be waived beginning the later of:

1. the date Lincoln gives approval; or
2. 6 months from the date you are no longer in Active Employment due to Total Disability.

Accidental Death and Dismemberment and Dependent coverage will not be continued during your period of Total Disability.

The Life Insurance benefit continued under this provision will be the amount in force on your life under this plan on the date you are no longer in Active Employment due to Total Disability, subject to any reductions provided by any part of this plan. The amount continued will not include any part of your Life Insurance that you converted to an individual policy unless you are Totally Disabled when you applied to convert and you return the converted policy to Lincoln without claim other than for a refund of the premiums.

If the Waiver of Premium provision has been denied, the Covered Employee may convert his Life Insurance benefit as provided in the Conversion Privilege.

SECTION 4 - INSURANCE BENEFITS

(Continued)

WAIVER OF PREMIUM FOR TOTAL DISABILITY

If the Waiver of Premium provision has been denied, you may convert your Life Insurance benefit as provided in the Conversion Privilege.

Your continued Life Insurance coverage under this provision will end on the earliest of the date when:

1. you die;
2. you recover and cease to be Totally Disabled;
3. you return to Active Employment;
4. you refuse to have an examination by a Physician chosen by Lincoln or fail to give satisfactory Proof of continuation of Total Disability;
5. 90 Days after the date Lincoln mails you a request for additional Proof of loss, Lincoln does not receive such Proof;
6. your individual conversion policy becomes effective, with respect to any amount of insurance converted in accordance with the Conversion Privilege;
7. you are at least age 65 and receiving a benefit from a retirement or pension plan; or
8. you are at least age 65 and the Sponsor classifies you as retired.

If continued Life Insurance coverage under this provision ends or reduces, you may convert your Life Insurance benefit as provided in the Conversion Privilege. Dependent coverage may be converted as allowed within this plan.

If you die within one year from the date you are no longer in Active Employment due to Total Disability, Lincoln will pay the Life Insurance benefit provided satisfactory Proof of continuous Total Disability until death is given to Lincoln within one year after death.

If this plan terminates before you have received approval of waiver of premium, you are eligible to convert to an individual policy until such approval has been received. If this plan terminates after approval for waiver of premium, coverage will continue as if this plan continued to be in force.

Reinstatement of this Waiver of Premium benefit is on the same terms as any benefit under the general Rehire Terms of this Policy. Refer to the Rehire Terms of the Effective Date for Insurance Benefits provision for more information.

With respect to this provision, "**Total Disability**" or "**Totally Disabled**" means that during the first 24 months of total disability, you, as a result of Injury or Sickness, are unable to perform, with reasonable continuity, the Substantial and Material Duties of your Own Job; and thereafter, you are unable to engage in, with reasonable continuity, the Substantial and Material Duties of Any Job.

"**Injury**" means bodily impairment resulting directly from an accident.

"**Sickness**" means disease or illness including related conditions and recurrent symptoms of the sickness. Sickness also includes pregnancy.

SECTION 4 - INSURANCE BENEFITS

(Continued)

With respect to this provision, "**Substantial and Material Duties**" means important tasks, functions, and operations that:

1. are generally required by employers from people engaged in your Own Job; and
2. cannot reasonably be modified or omitted.

In determining what Substantial and Material Duties are necessary to pursue the your Own Job, Lincoln will first look at the specific duties required by the Sponsor. If you are unable to perform one or more of these duties with reasonable continuity, Lincoln will then determine whether those duties are customarily required of other employees engaged in your Own Job. If any specific, material duties required of you by the Sponsor differ from the material duties customarily required of other employees engaged in your Own Job, then Lincoln will not consider those duties in determining what Substantial and Material Duties are necessary to pursue your Own Job.

With respect to this provision, "**Any Job**" means any job that you could reasonably be expected to perform satisfactorily in light of your age, education, training, or experience, station in life, or physical and mental capacity.

With respect to this provision, "**Own Job**" means your job when your Total Disability began, and which was your main source of earned income.

SECTION 4 - INSURANCE BENEFITS

(Continued)

PORTABLE GROUP TERM LIFE INSURANCE

If any of your coverage under this Plan ends, you may be eligible to continue all or a part of the amount that ends, less any amount converted to an individual policy as provided in the Conversion Privilege, subject to any minimum and maximum amounts specified in this provision, as portable group term life insurance. The coverage must end because you are no longer in an eligible class or are no longer in Active Employment.

If you are eligible for portable group term life insurance, you may also elect portable group term life insurance on your Covered Dependent spouse, Covered Domestic Partner, or Dependent child whose coverage under this policy ends. A Covered Dependent is eligible to directly apply for portable group term life insurance if they no longer satisfy the definition of Dependent under the policy.

Portable group term life insurance is not available if your coverage ends because this policy terminates, or if any life insurance under this policy will be continued on a waiver of premium basis.

You are eligible to apply for portable group term life insurance if you have no Injury or Sickness that has a material effect on your life expectancy.

An Injury or Sickness that has a material effect on life expectancy means a condition that, according to generally accepted medical opinion is likely to result in death. Some examples include cancers and lung diseases.

You are eligible for portable group term Life Insurance if:

1. you are under age 80;
2. you are a citizen or legal resident of the United States or Canada; and
3. you are not a full-time member of the armed forces of any country.

To apply for portable group term life insurance, you must, within 31 days of the date you cease to be eligible for coverage under this policy submit a completed portable group term life insurance application along with the first premium payment and any required application fee to Lincoln at the address shown on the application.

If you and any Dependents are applying for coverage, your portable group term life insurance and that of any Dependents will be effective at 12:01 A.M. Standard Time on the day after coverage under this policy ends as long as any required Evidence of Insurability is approved. You are responsible for the expense of securing supporting information to satisfy Evidence of Insurability.

The policy available will be one then being offered by Lincoln as portable group term life insurance. The premium due will be based on Lincoln's then current rate for such policies that apply to you, your spouse or Covered Domestic Partner, and your Dependent child's class of risk and age at birthday nearest to the effective date of portable group term life insurance.

The amount of portable group term life insurance may be decreased at any time. Once elected, the amount of portable group term life insurance may be increased annually, subject to Evidence of Insurability and Policy maximums.

YOUR PORTABLE GROUP TERM LIFE INSURANCE

The amount of portable group term life insurance you may apply for is subject to the following limits:

1. the maximum amount is equal to the lesser of:
 - a. the amount of insurance that terminated under this policy; or
 - b. \$500,000.00.
2. the minimum amount is \$10,000.00.

This amount is subject to any reductions due to age that may be contained in the portable group term life insurance policy.

COVERED DEPENDENT SPOUSE PORTABLE GROUP TERM LIFE INSURANCE

The amount of portable group term life insurance a Covered Dependent spouse or Covered Domestic Partner may apply for is subject to the following limits:

1. the maximum amount is equal to the lesser of:
 - a. the amount of insurance that terminated under this policy; or
 - b. \$500,000.00.
2. the minimum amount is \$5,000.00.

This amount is subject to any reductions due to age that may be contained in the portable group term life insurance policy.

COVERED DEPENDENT CHILD PORTABLE GROUP TERM LIFE INSURANCE

You or your Covered Dependent spouse or Covered Domestic Partner may apply for portable group term life insurance for a Covered Dependent child, subject to the following limits:

1. the maximum amount is equal to the lesser of:
 - a. the amount of insurance that terminated under this policy; or
 - b. \$100,000.00.
2. the minimum amount is \$2,500.00.

This amount is subject to any reductions due to age that may be contained in the portable group term life insurance policy.

SECTION 5 - EXCLUSIONS

LIFE INSURANCE EXCLUSIONS

Applicable to Optional Insurance:

No benefits are payable for any loss for death that results from, is contributed to or caused by:

1. suicide, committed while sane or insane, occurring within 24 months after the Covered Person's initial effective date of insurance with the Sponsor; and
2. suicide, committed while sane or insane, occurring within 24 months after the date any additional insurance elected by the Covered Person becomes effective under this Plan.

The suicide exclusion will apply to any amounts of insurance for which the Covered Person pays all or part of the premium.

The suicide exclusion will also apply to any amount that is subject to Evidence of Insurability Lincoln approved.

SECTION 5 - EXCLUSIONS (Continued)

ACCIDENTAL DEATH AND DISMEMBERMENT EXCLUSIONS

No benefits are payable for any loss that is contributed to or caused by:

1. war, declared or undeclared, or any act of war;
2. intentionally self-inflicted injuries, while sane or insane
3. suicide, or suicide attempt, while sane or insane;
4. active Participation in a Riot;
5. committing or attempting to commit a felony or misdemeanor;
6. disease, bodily or mental illness (or medical or surgical treatment thereof);
7. infections, except septic infections of and through a visible wound;
8. controlled substances (as defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970 and all amendments) that are voluntarily taken, ingested or injected, unless as prescribed or administered by a Physician;
9. serving full-time active duty in the Armed Forces of any country or international authority;
10. boarding, leaving or being in or on any kind of aircraft. However, this exclusion will not apply if the Covered Person is a fare paying passenger on a commercial aircraft or traveling as a passenger in any aircraft that is owned or leased by or on behalf of the Sponsor; or
11. the presence of alcohol in the Covered Person's blood which raises a presumption that the Covered Person was under the influence of alcohol and contributed to the cause of the accident. The blood alcohol level is governed by the jurisdiction of the state in which the accident occurred.

No benefit will be payable for any loss suffered as a result of Accidental Injury during any period of incarceration.

With respect to this provision, "**Participation**" shall include promoting, inciting, conspiring to promote or incite, aiding, abetting, and all forms of taking part in, but shall not include actions taken in defense of public or private property, or actions taken in defense of the Covered Person, if such actions of defense are not taken against persons seeking to maintain or restore law and order including, but not limited to police officers and fire fighters.

With respect to this provision, "**Riot**" shall include all forms of public violence, disorder or disturbance of the public peace, by three or more persons assembled together, whether or not acting with a common intent and whether or not damage to persons or property or unlawful act or acts is the intent or the consequence of such disorder.

SECTION 6 - TERMINATION PROVISIONS

Termination of a Covered Person's Insurance

A Covered Person will cease to be insured on the earliest of the following dates:

1. the date this policy terminates, but without prejudice to any claim originating prior to the time of termination;
2. the date you are no longer in an eligible class;
3. the date your class is no longer included for insurance;
4. the last day for which any required Employee contribution has been made;
5. the last day of the month coincident with or following the date employment (status as an active Employee) or eligibility ends for any reason; or
6. the date you cease to be in Active Employment due to a labor dispute, including any strike, work slowdown, or lockout.

Lincoln reserves the right to review and terminate all classes insured under this policy if any class(es) cease(s) to be covered.

SECTION 7 - GENERAL PROVISIONS

What is the Appeal Process?

Lincoln will notify in writing any Covered Person or beneficiary whose claim is denied in whole or part. That written notice will explain the reasons for denial. If the claimant does not agree with the reasons given, he may request an appeal of the claim. To do so, the claimant should write to Lincoln within 60 days after the notice of denial was received. The claimant should state why he believes the claim was improperly denied. Any data, questions or comments that the claimant thinks are appropriate should be included. Unless Lincoln requests additional material in a timely fashion, the claimant will be advised of Lincoln's decision within 60 days after the letter is received.

Is Assignment Allowed?

The coverage under this plan is not assignable by the Sponsor without Lincoln's written consent. You may assign all of your present and future right, title, interest, and incidents of ownership of:

1. any Life Insurance;
2. any disability provision of Life Insurance; and
3. any Accidental Death and Dismemberment Insurance under this policy.

Such assignment will include, but is not limited to, the rights:

1. to make any contribution required to keep the coverage in force;
2. to exercise any conversion privilege; and
3. to change the beneficiary.

Why Must You Name a Beneficiary?

You must name a beneficiary to whom the insurance benefits under this policy are payable. If more than one beneficiary is named and if their interests are not specified, any surviving Beneficiaries will share equally. For any Dependent Life Insurance, you are automatically designated as the beneficiary.

If, at the time of your death, there is no named or surviving beneficiary, Lincoln will pay the benefits to the executor or administrator of your estate. Lincoln may, at its option, pay the benefits to a surviving relative in the following order: spouse, child, parent, sibling. Such payment will release Lincoln of all further liability to the extent of payment.

You may change your beneficiary at any time by written request. Lincoln or the Sponsor will provide a form for that purpose. Any change of beneficiary will take effect when the Sponsor receives the written request whether or not you are alive at that time. Such change will relate back to the date of the request. Any change of beneficiary will not apply to any payment made before the request was received by the Sponsor.

How will Lincoln Conform with State Statutes?

Any provision of this policy which, on its effective date, is in conflict with the statutes of the governing jurisdiction of this policy is hereby amended to conform to the minimum requirements of such statute.

SECTION 7 - GENERAL PROVISIONS

(Continued)

What are Lincoln's Examination Rights?

Lincoln, at its own expense, has the right and opportunity to have a Covered Person, whose Injury or Sickness is the basis of a claim, examined or evaluated at reasonable intervals deemed necessary by Lincoln. This right may be used as often as reasonably required. Lincoln may also require an autopsy unless prohibited by law.

Who are Claims Paid To?

If a beneficiary or Covered Person is a minor or is physically or mentally incapable of giving a valid release for payment, Lincoln, at its option, may make payment not to exceed \$2,000.00 to a party who appears to have assumed responsibility for the care and support of such person. Lincoln will only make such payment until claim is made by a guardian of the estate of the beneficiary or the Covered Person. Such payment will release Lincoln of all further liability to the extent of payment.

When May This Plan be Contested?

This plan will not be contested, except for nonpayment of premium, after it has been in force for two years from the date of issue. The coverage of any Covered Person shall not be contested, except for nonpayment of premium, on the basis of a statement made relating to insurability of the Covered Person after such coverage has been in force for two years during the Covered Person's lifetime.

In the absence of fraud, any statements in any application will be deemed representations and not warranties. No representation made by:

1. the Sponsor in applying for this plan will make it void unless the representation is contained in the Sponsor's signed application; or
2. any Covered Person in enrolling for insurance under this plan will be used to reduce or deny a claim unless the representation is contained in an application signed by him and such application is given to him or his beneficiary.

Who has the Authority for Interpretation of this Plan?

Lincoln shall possess the authority, in its sole discretion, to construe the terms of this plan and to determine benefit eligibility hereunder. Lincoln's decisions regarding construction of the terms of this plan and benefit eligibility shall be conclusive and binding.

When can Legal Proceedings Begin?

A claimant or the claimant's authorized representative cannot start any legal action:

1. until 60 days after Proof of claim has been given; or
2. more than one year after the time Proof of claim is required.

Legal actions are contingent upon first having followed the Claims and Appeals procedure outlined in this plan.

SECTION 7 - GENERAL PROVISIONS

(Continued)

What Happens if Your Age is Misstated?

If a Covered Person's age has been misstated, an equitable adjustment will be made in the premium. If the amount of the benefit is dependent upon the Covered Person's age, the amount of the benefit will be the amount the Covered Person would have been entitled to if his correct age were known.

A refund of premium will not be made for a period more than 12 months before the date Lincoln is advised of the error.

When Must Lincoln be Notified of a Claim?

- a. Notice of claim must be given to Lincoln at its Administrative Office, or provided to one of Lincoln's authorized agents, within 30 days of the date of the loss on which the claim is based. If that is not possible, Lincoln must be notified as soon as it is reasonably possible to do so. Such notice of claim must be received in a form or format satisfactory to Lincoln.
- b. When written notice of claim is applicable and has been received by Lincoln, the Covered Person will be sent claim forms. If the forms are not received within 15 days after written notice of claim is sent, the Covered Person can send to Lincoln written Proof of claim without waiting for the forms.

Lincoln's Group insurance Service Office is at the following address:

The Lincoln National Life Insurance Company

100 Liberty Way

Dover, NH-03820

Toll Free: (800) 423-2765

email.address@llacb.com

When Must Lincoln Receive Proof of Claim?

- a. Satisfactory Proof of loss must be given to Lincoln no later than 30 days after the date of loss.
- b. Failure to furnish such Proof within such time shall not invalidate or reduce any claim if it was not reasonably possible to furnish such Proof within such time. Such Proof must be furnished as soon as reasonably possible, and in no event, except in the absence of legal capacity of the claimant, later than one year from the time Proof is otherwise required.

What are the Optional Methods of Settlement?

Benefits are usually payable in one sum. However, the Covered Person may elect in writing to have the proceeds paid through an installment program offered by Lincoln. If the Covered Person makes no such election, his beneficiary may do so at the Covered Person's death.

Any installments remaining after the death of the payee will be paid as directed in the election of this option. Such direction is subject to the approval of Lincoln.

What is the Lincoln Security Account?

If the benefits to be paid total more than \$10,000, a beneficiary may elect to have the proceeds deposited into a Lincoln Security Account. The Lincoln Security Account is an interest-bearing checking account, that is fully guaranteed by Lincoln, and the beneficiary may draw on the entire sum of the proceeds at any time. If the Lincoln Security Account is not elected, benefits may be paid in one sum.

SECTION 7 - GENERAL PROVISIONS

(Continued)

When are Benefits Payable?

All benefits are payable when Lincoln receives written satisfactory Proof of loss. Benefits for loss of life of the Covered Employee are paid to the beneficiary. Benefits for loss of life of your Covered Dependent are paid to you. Benefits for other losses are paid to you.

What are Lincoln's Rights of Recovery?

Lincoln has the right to recover any overpayment of benefits caused by, but not limited to, the following:

1. fraud;
2. any error made by Lincoln in processing a claim; or
3. any error made in the eligibility or administration of this plan by the Sponsor.

Lincoln may recover an overpayment by, but not limited to, the following:

1. requesting a lump sum payment of the overpaid amount;
2. reducing any benefits payable under this plan; or
3. taking any appropriate collection activity available including any legal action needed.

It is required that full reimbursement be made to Lincoln.

How does the Plan Affect Workers' Compensation?

This Plan and the coverages provided are not in lieu of, nor will they affect any requirements for coverage under any Workers' Compensation Law or other similar law.

SUMMARY PLAN DESCRIPTION

Name of Plan: Autodesk, Inc. Life Insurance Plan

Plan benefits are provided under the terms of the Group Life Policy No. SA3-890-LF1250-01 hereinafter referred to as "the policy", issued by The Lincoln National Life Insurance Company, hereinafter referred to as "Lincoln," to the Employer hereinafter referred to as "Sponsor".

Participants Included: See Schedule of Benefits

Name and Address of Sponsor:

Autodesk, Inc.
The Landmark at One Market Street
Suite 400
San Francisco, CA 94105

Who Pays For the Plan: Premiums are paid by the Sponsor.

The cost of the Plan is funded by both Employer and Employee contributions.

Plan Identification Number:

- a. Sponsor IRS Identification No.: 94-2819853
- b. Plan No.: 505

Type of Plan: Group Life

Plan Year: January 1st - December 31st

Plan Administrator, Name, Address and Telephone No:

Autodesk, Inc.
Attention: Human Resources Department
The Landmark at One Market Street
Suite 400
San Francisco, CA 94105
(P) (415) 507-5000

Agent for Service of Legal Process on the Plan:

Same as above.

Type of Administration: Insurer Administration

Funding Arrangement of the Plan: Benefits of the Plan are insured.

SUMMARY PLAN DESCRIPTION
(Continued)

Amendment of the Sponsor's Plan:

The Plan Sponsor reserves the right to modify, amend or terminate in whole or in part, any or all provisions of the Plan. Amendments to the Plan are to be made by a written resolution adopted in accordance with the established procedures of the Board of Directors. Amendments may be adopted with retroactive effect to the extent permitted by ERISA and the Code.

Amendment of Lincoln's Policy:

The policy may be changed in whole or in part by mutual agreement of the Sponsor and Lincoln. Only an Officer of Lincoln can approve a change. The approval must be in writing and endorsed on or attached to the policy. No consent of any participant or any other person referred to in the policy(ies) shall be required to modify, amend, or change the policy(ies).

NOTE: If you cease active employment, see your benefits administrator to determine what arrangements, if any, may be made to continue your coverage beyond the date you cease active employment.

When May The Policy Terminate?

1. If the Sponsor fails to pay any premium within the grace period, the policy will automatically terminate at 12:00 midnight of the last day of the grace period. The "grace period" is the 60 days following a premium due date during which premium payment may be paid.
2. The Sponsor may terminate the policy by advance written notice delivered to Lincoln at least 31 days prior to the termination date. But the policy will not terminate during any period for which premium has been paid.
3. Lincoln may terminate the policy on any premium due date by giving written notice to the Sponsor at least 31 days in advance if:
 - a. The number of employees insured is less than 10;
 - b. less than 100% of the Employees eligible for any non-contributory insurance are insured for it; or
 - c. less than 25.00% of the Employees eligible for any contributory insurance are insured for it; or
 - d. the Sponsor fails:
 - i. to furnish promptly any information which Lincoln may reasonably require; or
 - ii. to perform any other obligations pertaining to this policy.
4. Termination may take effect on any earlier date when both the Sponsor and Lincoln agree.

No consent of any participant or any other person referred to in the policy(ies) shall be required to terminate the policy(ies).

SUMMARY PLAN DESCRIPTION
(Continued)

What Are Your Rights In The Event Of Policy Termination?

Termination of the policy under any conditions will not prejudice any payable claim which occurs while the policy is in force.

What Are Your Rights Under ERISA?

1. As a participant in this Plan, you are entitled to certain rights and protection under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants shall be entitled to:
 - a. Examine, without charge, at the Plan Administrator's office and at other specified locations, all documents governing the Plan, including insurance contracts, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
 - b. Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.
 - c. Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.
2. In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit Plan.
3. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries.
4. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.
5. If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.
6. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator.

SUMMARY PLAN DESCRIPTION
(Continued)

What Are Your Rights Under ERISA? (Continued)

7. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees if, for example, it finds your claim is frivolous.
8. If you have any questions about your Plan, you should contact the Plan Administrator.
9. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

Applicable to All Claims, except Waiver of Premium Claims:

What is the Time Frame For Claim Decisions?

If your claim is denied, Lincoln will notify you of the adverse decision within a reasonable period of time, but not later than 90 days after receiving the claim, unless Lincoln determines that special circumstances require an extension. In such case, a written extension shall be furnished before the end of the initial 90-day period. The extension cannot exceed 90 days. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the plan expects to render the decision.

The claim determination time frames begin when a claim is filed, without regard to whether all the information necessary to make a claim determination accompanies the filing.

What If Your Claim Is Denied?

Lincoln's notice of denial shall include:

1. The specific reason or reasons for denial with reference to those specific Plan provisions on which the denial is based;
2. A description of any additional material or information necessary to complete the claim and an explanation of why that material or information is necessary; and
3. A description of the Plan's appeal procedures and time frames, including a statement of the claimant's right to bring a civil action under ERISA following an adverse decision on appeal.

SUMMARY PLAN DESCRIPTION
(Continued)

Applicable to All Claims, except Waiver of Premium Claims: (Continued)

What Do You Do To Appeal A Claim Denial?

You or your authorized representative may appeal a denied claim within 60 days after you receive Lincoln's notice of denial. You have the right to:

1. Submit, for review, written comments, documents, records and other information relating to the claim to Lincoln;
2. Request, free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim; and
3. A review on appeal that takes into account all comments, documents, records, and other information submitted by you, without regard to whether such information was submitted or considered in the initial claim decision.

Lincoln will make a full and fair review of your appeal and may require additional documents as it deems necessary or desirable in making such a review. A final decision on the review shall be made within a reasonable period of time, but not later than 60 days following receipt of the written request for review, unless Lincoln determines that special circumstances require an extension. In such case, a written extension notice will be sent to you before the end of the initial 60 day period. The extension notice must indicate the special circumstances and the date by which Lincoln expects to render the appeal decision. The extension cannot exceed a period of 60 days.

The appeal time frames begin when an appeal is filed, without regard to whether all the information necessary to make an appeal decision accompanies the filing.

If an extension is necessary because you failed to submit necessary information, the days from the date of the extension notice until you respond to the request for additional information are not counted as part of the appeal determination period.

Lincoln's notice of denial shall include:

1. The specific reason or reasons for denial with reference to those Plan provisions on which the denial is based;
2. A statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of all documents, records, and other information relevant to your claim; and
3. A statement describing any voluntary appeal procedures offered by the Plan and your right to obtain the information about such procedures, and a statement of your right to bring an action under ERISA.

SUMMARY PLAN DESCRIPTION (Continued)

Applicable to Waiver of Premium Claims:

What is the Time Frame For Claim Decisions?

If your claim is denied, Lincoln will notify you of the adverse decision within a reasonable period of time, but not later than 45 days after receiving the claim. This 45-day period may be extended for up to 30 days, if Lincoln: (1) determines the extension is necessary because of matters beyond the Plan's control, and (2) notifies you, before the end of the 45-day period, why the extension is needed and the expected decision date. If, before the end of the first 30-day extension, Lincoln determines, due to matters beyond the Plan's control, a decision cannot be rendered within that extension period, the determination period may be extended for up to an additional 30 days, provided Lincoln notifies you, before the end of the first 30-day extension period, why the extension is needed and the expected decision date.

The notice of extension shall explain: (1) the standards on which benefit entitlement is based, (2) the unresolved issues that prevent a claim decision, and (3) the additional information needed. You have at least 45 days to provide the information.

The claim determination time frames begin when a claim is filed, without regard to whether all the information necessary to make a claim determination accompanies the filing.

If an extension is necessary because you failed to submit necessary information, the days from the date Lincoln sends you the extension notice until you respond to the request for additional information are not counted as part of the claim determination period.

What If Your Claim Is Denied?

Lincoln's notice of denial shall include:

1. The specific reason or reasons for denial with reference to those specific Plan provisions on which the denial is based;
2. A description of any additional material or information necessary to perfect the claim and an explanation of why that material or information is necessary;
3. A description of the Plan's appeal procedures and time frames, including a statement of the claimant's right to bring a civil action under ERISA following an adverse decision on appeal;
4. If applicable, any internal rule, guideline, protocol, or other similar criterion relied upon in making the adverse decision, or a statement that such a rule, guideline, protocol, other similar criterion was relied upon and a copy thereof will be provided free of charge upon request; and
5. If the adverse decision was based on a medical necessity, experimental treatment, or similar exclusion or limit, an explanation of the scientific or clinical judgment for the adverse decision, or a statement that such explanation will be provided free of charge upon request.

SUMMARY PLAN DESCRIPTION
(Continued)

Applicable to Waiver of Premium Claims: (Continued)

What Do You Do To Appeal A Claim Denial?

You, or your authorized representative, may appeal a denied claim within 180 days after you receive Lincoln's notice of denial. You have the right to:

1. Submit to Lincoln, for review, written comments, documents, records, and other information relating to the claim;
2. Request, free of charge, reasonable access to, and copies of, all documents, records and other information relevant to your claim;
3. A review that takes into account all comments, documents, records, and other information submitted by you, without regard to whether such information was submitted or considered in the initial claim decision;
4. A review that does not afford deference to the initial adverse decision and which is conducted neither by the individual who made the adverse decision nor the person's subordinate;
5. If the appeal involves an adverse decision based on medical judgment, a review of your claim by a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment, and who was neither consulted in connection with the adverse decision nor the subordinate of any such individual; and
6. The identification of medical or vocational experts, if any, consulted in connection with the claim denial, without regard to whether the advice was relied upon in making the decision.

Lincoln will make a full and fair review of your appeal and may require additional documents as it deems necessary in making such a review. A final decision on the review will be made within a reasonable period of time but not later than 45 days following receipt of the written request for review unless Lincoln determines that special circumstances require an extension. In such case, a written notice will be sent to you before the end of the initial 45-day period. The extension notice shall indicate the special circumstances and the date by which Lincoln expects to render the appeal decision. The extension cannot exceed a period of 45 days from the end of the initial period.

SUMMARY PLAN DESCRIPTION
(Continued)

Applicable to Waiver of Premium Claims: (Continued)

What Do You Do To Appeal A Claim Denial? (Continued)

The appeal time frames begin when an appeal is filed, without regard to whether all the information necessary to make an appeal decision accompanies the filing.

If an extension is necessary because you failed to submit necessary information, the days from the date of the extension notice until you respond to the request for additional information are not counted as part of the appeal determination period.

Lincoln's notice of denial shall include:

1. The specific reason or reasons for denial with reference to those Plan provisions on which the denial is based;
2. A statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of all documents, records, and other information relevant to your claim;
3. A statement describing any voluntary appeal procedures offered by Lincoln and your right to obtain the information about such procedures, and a statement of your right to bring an action under ERISA;
4. If applicable, any internal rule, guideline, protocol, or other similar criterion relied upon in making the adverse decision, or a statement that such a rule, guideline, protocol, or other similar criterion was relied upon and a copy thereof will be provided free of charge upon request; and
5. If the adverse decision was based on a medical necessity, experimental treatment, or similar exclusion or limit, an explanation of the scientific or clinical judgment for the adverse decision, or a statement that such explanation will be provided free of charge upon request.

You and your Plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office and your State insurance regulatory agency.

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY
(Lincoln)

AMENDATORY RIDER

to be attached to and made a part of
Group Certificate No. SA3-890-LF1250-01

Autodesk, Inc.
(Sponsor)

Effective date of this Rider: January 1, 2024

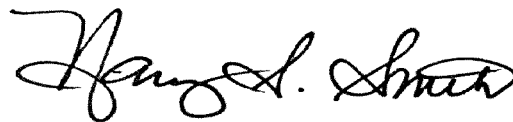
This rider amends the Domestic Partner definition of the above-captioned certificate:

SECTION 2 - DEFINITIONS

"**Domestic Partner**" means an unmarried person of the same or opposite sex with whom you share a committed relationship, are jointly responsible for the other's welfare and financial obligations, at least 18 years of age and mentally competent to consent to a contract, not related by blood to a degree that could prohibit legal marriage in the state where legally residing, maintain the same residence(s) and are not married to or legally separated from anyone else.

In all other respects, the certificate remains the same.

Signed at Lincoln's Home Office, 1301 S. Harrison Street, Fort Wayne, IN 46802-3425



Officer of the Company



What Does Lincoln Financial Group Do with Your Personal Information?

The Lincoln Financial Group companies* are committed to protecting your privacy. To provide the products and services you expect from a financial services leader, we must collect personal information about you. We do not sell your personal information to third parties. This Notice describes our current privacy practices. While your relationship with us continues, we will update and send our Privacy Practices Notice as required by law. Even after that relationship ends, we will continue to protect your personal information. You do not need to take any action because of this Notice, but you do have certain rights as described below.

We are committed to the responsible use of information and protecting individual privacy rights. As such, we look to leading data protection standards to guide our privacy program. These standards include collecting data through fair and lawful means, such as obtaining your consent when appropriate.

Financial companies choose how they share your personal information. Federal and state law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this carefully to understand what we do.

Information We May Collect and Use

We collect personal information about you:

- to help us identify you as a consumer, our customer or our former customer;
- to process your requests and transactions;
- to offer investment, insurance, retirement and other financial services to you;
- to pay your claim;
- to analyze in order to enhance our products and services;
- to tell you about our products or services we believe you may want and use; and
- as otherwise permitted by law.

The types of personal information we collect depend on your relationship and on the products or services you request and may include the following:

- **Information from you:** When you submit your application or other forms, you give us information such as your name; address; Social Security number; your financial health; and employment history. We may also collect voice recordings or biometric data for use in accordance with applicable law.
- **Information about your transactions:** We maintain information about your transactions with us, such as the products you buy from us; the amount you paid for those products; your account balances; payment details and your payment and claims history.
- **Information from outside our family of companies:** If you are applying for or purchasing insurance products, we may collect information from consumer reporting agencies, such as your credit history; credit scores; and driving and employment records. With your authorization, we may also collect information (such as medical information, retirement information, and information related to Social Security benefits), from other individuals or businesses.
- **Information from your employer:** If your employer applies for or purchases group products from us, we may obtain information about you from your employer or group representative in order to enroll you in the plan.

When you are no longer our customer, we continue to share your information as described in this notice.

How We Share and Use Your Personal Information

We may share your personal information within our companies and with certain service providers. They may use this information:

- to process transactions you, your employer, or your group representative have requested;
- to provide customer service;
- to analyze in order to evaluate or enhance our products and services;
- to gain customer insight; to provide education and training to our workforce and customers; and/or
- to inform you of products or services we offer that you may find useful.

Our service providers may or may not be affiliated with us. Affiliates are companies related by common ownership or control. Nonaffiliates are companies not related by common ownership or control. They include:

- Financial service providers: third party administrators; broker-dealers; insurance agents and brokers; registered representatives; reinsurers and other financial services companies with which we have joint marketing agreements. A joint marketing agreement is a formal agreement between nonaffiliated financial companies that together market financial products or services to you. Our joint marketing partners include, but are not limited to, insurance providers and financial technology solutions.
- Non-financial companies and individuals: consultants; vendors; and companies that perform marketing services on our behalf.

Information we obtain from a report prepared by a service provider may be kept by the service provider and shared with other persons; however, we require our service providers to protect your personal information and to use or disclose it only for the work they are performing for us, or as permitted by law. We may execute agreements with our service providers that permit the service provider to process your personal information outside of the United States, when not prohibited by our contracts and permitted by applicable law.

When you apply for one of our products:

- We may share information about your application with credit bureaus.
- We may provide information to group policy owners or their designees (for example, to your employer for employer-sponsored plans and their authorized service providers).
- We may provide information to regulatory authorities, law enforcement officials, and to other nonaffiliated or affiliated parties as permitted by law.
- In the event of a sale of all or part of our businesses, we may share customer information as part of the sale.
- **We do not sell or release your information to outside marketers who may want to offer you their own products and services unless we receive your express consent; nor do we release information we receive about you from a consumer reporting agency.**

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Lincoln chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Lincoln share?	Can you limit this sharing?
For our everyday business purposes —such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes —to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	Yes

Reasons we can share your personal information	Does Lincoln share?	Can you limit this sharing?
For our affiliates' everyday business purposes – information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes – information about your creditworthiness	No	We Don't Share
For our affiliates to market to you	Yes	Yes
For nonaffiliates to market to you	Yes	Yes

Federal law gives you the right to limit only:

- sharing for our affiliates' everyday business purposes - information about your creditworthiness;
- sharing for our affiliates to market to you; and
- sharing for nonaffiliates to market to you.

State laws and individual companies may give you additional rights to limit sharing. California residents can review our CCPA Privacy Notice located at <https://www.lincolnfinancial.com/public/general/privacy/californiaprivacynotice>.

Security of Information

We have an important responsibility to keep your information safe. We use safeguards to protect your information from unauthorized disclosure. To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. Our employees are authorized to access your information only when they need it to perform their job responsibilities. Employees who have access to your personal information are required to keep it confidential. Employees are required to complete privacy training annually.

Your Rights Regarding Your Personal Information

This Privacy Notice describes how you can exercise your rights regarding your personal information. Lincoln complies with all applicable laws and regulations regarding the provision of personal information. The rights provided to you in this Privacy Notice will be administered in accordance with your state's specific laws and regulations.

Access to personal information: You must submit a written request to receive a copy of your personal information. You may see your personal information in person, or you may ask us to send you a copy of your personal information by mail or electronically, whichever you prefer. We will need to verify your identity before we process the request. Within 30 business days of receiving your request, we will, depending on the specific request you make, (1) inform you of the nature and substance of the recorded personal information we have about you; (2) permit you to obtain a copy of your personal information; and (3) provide the identity (if recorded) of persons to whom we disclosed your personal information within two years prior to the request (if this information is not recorded, we will provide you with the names of those insurance institutions, agents, insurance support organizations or other persons to whom such information is normally disclosed). If you request a copy of your information by mail, we may charge you a fee for copying and mailing costs.

Changes to personal information: If you believe that your personal information is inaccurate or incomplete, you may ask us to correct, amend, or delete the information. Your request must be in writing and must include the reason you are requesting the change. We will respond within 30 business days from the date we receive your request.

If we make changes to your records as a result of your request, we will notify you in writing and we will send the updated information, at your request, to any person who may have received your personal information within the past two years. We will also send the updated information to any insurance support organization that gave us the information and any insurance support organization that systematically received personal information from us within the prior 7 years unless that support organization no longer maintains your personal information.

If we deny your request to correct, amend or delete your information, we will provide you with the reasons for the denial. You may write to us and concisely describe what you believe our records should say and why you disagree with our denial of your request to correct, amend, or delete that information. We will file this communication from you with the disputed information, identify the disputed information if it is disclosed, and provide notice of the disagreement to the persons and in the manner described in the paragraph above.

Basis for adverse underwriting decision: You may ask in writing for the specific reasons for an adverse underwriting decision. An adverse underwriting decision is where we decline your application for insurance, offer to insure you at a higher than standard rate, or terminate your coverage.

Your state may provide for additional privacy protections under applicable laws. We will protect your information in accordance with these additional protections.

If you would like to act upon your rights regarding your personal information, please provide your full name, address and telephone number and either email your inquiry to our Data Subject Access Request Team at DSAR@lfg.com or mail to: Lincoln Financial Group, Attn: Corporate Privacy Office, 1301 South Harrison St., Fort Wayne, IN 46802. The DSAR@lfg.com email address should only be used for inquiries related to this Privacy Notice. For general account service requests or inquiries, please call 1-877-ASK-LINC.

*This information applies to the following Lincoln Financial Group companies:

First Penn-Pacific Life Insurance Company
Lincoln Financial Distributors, Inc.
Lincoln Financial Group Trust Company
Lincoln Investment Advisors Corporation

Lincoln Life & Annuity Company of New York
Lincoln Life Assurance Company of Boston
Lincoln Retirement Services Company, LLC
Lincoln Variable Insurance Products Trust
The Lincoln National Life Insurance Company