

Collaboration Solutions Terms of Use

Revised March 15, 2011

IMPORTANT -- PLEASE READ CAREFULLY THE TERMS OF USE BELOW. BY LOGGING ONTO THE WEB SITE OR BY USING OR ACCESSING THE AUTODESK COLLABORATION SOLUTIONS ON THE WEB SITE OR THROUGH AUTODESK'S OTHER PRODUCTS OR SERVICES, YOU INDICATE YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS COLLABORATION SOLUTIONS TERMS OF USE. IF YOU DO NOT AGREE TO ALL THE TERMS AND CONDITIONS OF THIS COLLABORATION SOLUTIONS TERMS OF USE, DO NOT LOG ON TO THE WEB SITE OR USE OR ACCESS THE AUTODESK COLLABORATION SOLUTIONS. YOU SHOULD PRINT AND KEEP A COPY OF THIS COLLABORATION SOLUTIONS TERMS OF USE.

This Collaboration Solutions Terms of Use ("TOU") constitutes a legal and binding agreement between Autodesk, Inc. and its subsidiaries ("**Autodesk**") and the person or legal entity who has purchased access rights to the Autodesk Online Collaboration Solutions ("**Customer**") and Customer's employees, consultants, contractors, and other parties who access the Autodesk Online Collaboration Solutions using Customer's access rights ("**Users**"). Customer's and Users' right to access and use the Autodesk Online Collaboration Solutions through a restricted Web site ("**Site**"), to use or download documents and certain other materials on the Site (the "Autodesk Materials"), and to use and access any customer support services provided by Autodesk to Customer with respect to the Autodesk Online Collaboration Solutions ("Customer Support Services") (the Site, the Autodesk Materials and the Customer Support Services are collectively referred to as the "**Collaboration Solutions**") is governed by this TOU.

1. SERVICE ACCESS.

Subject to the terms and conditions of this TOU, including payment by Customer of all amounts due hereunder, Autodesk grants a nonexclusive, nontransferable license to Customer to access and use the Collaboration Solutions and to provide Users the right to access and use Customer's Collaboration Solutions in accordance with the usage rights identified in the applicable authorized Autodesk order form, enrollment form or other document (whether in hard copy, electronic or otherwise) or Autodesk-approved customer P.O. (the "**Order Form**"). The Collaboration Solutions may be accessed and used by Customer and Users only in connection with Customer's business purposes and only to the extent for which Autodesk has authorized access rights. The access rights requested by Customer (e.g., number of Users, storage capacity, etc.) shall be specified in the Order Form. To be eligible to access and use the Collaboration Solutions and provide access rights to Users, Customer must complete a valid Order Form and either (i) be authorized to use the Collaboration Solutions via the Order Form and must be current in all payments due hereunder; (ii) have validly received access to the Collaboration Solutions as an Autodesk Subscription benefit and must be current in all payments due as an Autodesk subscriber, (iii) have validly received a Trial Version (defined below) of the Collaboration Solutions from Autodesk, or (iv) have validly received access to the Collaboration Solutions or portion thereof from Autodesk through a separate Autodesk product or service.

Subject to the requirements set forth herein, the Customer may provide unique user log-in information only to Users who collaborate on Customer's project to enable such Users to access the Collaboration Solutions. Customer shall be responsible and liable for all Users' compliance with this TOU, access to and use of the Collaboration Solutions. Autodesk will not allow more than one individual to access the Collaboration Solutions at the same time under a single user license. Except as otherwise expressly permitted herein, Customer will not: (i) rent, lease, lend, assign, sublicense, transfer, distribute, sell, or otherwise make available, the Collaboration Solutions to any third party; (ii) use or permit the Collaboration Solutions to be used, as part of a service bureau, time-sharing, interactive cable system or otherwise, for the benefit of any third party; or (iii) reverse engineer, decompile, or disassemble the Collaboration Solutions or permit any third party to do the same. Customer and its Users may not (a) remove, alter, or obscure any proprietary notices, labels, or marks from the Collaboration Solutions, or (b) modify, translate, adapt, arrange, or create derivative works based on the Collaboration Solutions for any purpose without Autodesk's prior written authorization. The Collaboration Solutions may be accessed and used only as a single product and its components may not be separated for access, distribution or use unless expressly permitted by Autodesk.

FOR TRIAL VERSIONS ONLY, THE FOLLOWING PARAGRAPH APPLIES:

If Autodesk identifies a version of the Collaboration Solutions as a demonstration, evaluation, temporary or trial version ("**Trial Version**"), Customer and Users may access and use the Collaboration Solutions only for the purpose of evaluation and demonstration unless otherwise specified by Autodesk in writing. Without limiting the foregoing, Customer and Users may not use Trial Versions for competitive analysis purposes.

The Trial Version may only be accessed and used for a thirty (30) day trial period, unless otherwise specified by Autodesk in writing.

NOTE: ALL REMAINING PROVISIONS OF THIS AGREEMENT APPLY TO ALL VERSIONS OF THE AUTODESK COLLABORATION SOLUTIONS.

2. REGISTRATION.

In order to utilize the Collaboration Solutions, Customer and/or User will be required to provide certain contact and account information as part of a registration process. Customer and each User (i) represents and warrants that all information submitted by it during the registration process is accurate and (ii) agrees to update this information to keep it accurate and complete during the term of this TOU.

3. SOFTWARE.

Any software available for downloading from the Site ("**Software**") shall be subject to the end user license agreement accompanying such Software.

4. ALL RIGHTS RESERVED; USE OF FEEDBACK.

Except as expressly provided otherwise in this TOU, title, ownership, and all rights and interest including, without limitation, patents, copyrights, trademarks, trade secrets, and other intellectual property rights, in and to the Collaboration Solutions remain with Autodesk and its licensors. Customer and/or User has only the limited access rights granted with respect to the Collaboration Solutions expressly set forth in this TOU, and Customer and/or User has no other rights, implied or otherwise. The structure, organization, and code of the Collaboration Solutions, if any, are valuable trade secrets of Autodesk and its licensors, and Customer and/or User shall keep such trade secrets confidential. No logo, graphic, sound, content or image from the Collaboration Solutions may be copied or retransmitted unless expressly permitted by Autodesk in a separate writing. Access rights to the Collaboration Solutions are licensed, not sold.

In the event Customer or any User provides Autodesk with any suggestions, enhancement requests, recommendations or other feedback ("**Feedback**") relating to the Collaboration Solutions, Autodesk shall have a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to make, use, copy, modify, create derivative works of, and incorporate into the Collaboration Solutions such Feedback (and derivative works thereof); and to publicly perform or display, import, broadcast, transmit, distribute, license, offer to sell, and sell, rent, lease or lend copies of the Collaboration Solutions that incorporate such Feedback (and derivative works thereof). Customer and Users who provide Feedback warrant that such Feedback is not subject to any license terms that would purport to require Autodesk to comply with any additional obligations with respect to any Autodesk works that incorporate the Feedback. Feedback, even if designated as confidential by Customer and/or User, shall not create any confidentiality obligation for or upon Autodesk.

5. PRIVACY POLICY.

As part of the Collaboration Solutions, Customer and User data will be submitted and gathered in accordance with Autodesk's Privacy Policy, available at www.autodesk.com/privacy (the "**Privacy Policy**"), as it may be modified from time to time in Autodesk's sole discretion. By using the Collaboration Solutions, Customer and each User represent that they have read the Autodesk Privacy Policy and agree to the use, processing and storage of their personal data in accordance with the policy (including cross-border transfers as described in the policy).

6. ACCEPTABLE USE.

Customer and Users agree not to use the Collaboration Solutions, or any portion thereof, to: (a) upload, post or otherwise transmit any Content (as defined below in Section 7) which violates, misappropriates, or infringes, in any way, upon the rights of others, which is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, obscene, libelous, invasive of another's privacy, hateful, violent, or racially, ethnically or otherwise objectionable, or which encourages conduct that would constitute a criminal offense, or otherwise violate any law or regulation; (b) access information related to minors or harm minors in any way; (c) impersonate any person or entity, or falsely state or otherwise misrepresent Customer's or User's affiliation with any person or entity; (d) upload, post or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation; (e) upload, post, or otherwise transmit any material which contains software viruses, harmful materials, or any other computer code, files, or programs designed to interrupt, destroy or limit the

functionality of any computer software or hardware or telecommunications equipment, including, but not limited to, the Collaboration Solutions; (f) interfere with or disrupt the Collaboration Solutions, or servers or networks connected to the Site, or disobey any requirements, procedures, policies or regulations of networks connected to the Site or associated with the Collaboration Solutions; (g) "stalk", otherwise harass or disparage any person or entity, including, but not limited to, Autodesk; (h) collect or store confidential or sensitive information, or personal data about any person or entity, without the requisite rights to do so; or (i) promote or provide instructional information about illegal activities, promote physical harm or injury against any group or individual, or promote any act of cruelty to animals.

If Autodesk is made aware of Content or Customer or User conduct that is, or that Autodesk believes in good faith may be, a violation or potential violation of this Section 6, Autodesk has the right, but not the obligation, to immediately remove or disable access to that Content and/or terminate Customer's and/or User's ability to access the Collaboration Solutions without notice to the Customer or User. Autodesk may disclose, in its sole discretion, Content or registration information in order to cooperate with any law enforcement authorities or court order.

7. LICENSE BY CUSTOMER AND USERS.

Customer warrants that it has the requisite rights to submit, post, reproduce, publish, distribute, or otherwise transmit all data, material, information and media submitted or uploaded by Customer or User on or through the Site ("**Content**"). Autodesk acknowledges that it does not own the Content that Customer or User submits to the Site in connection with the Collaboration Solutions.

By submitting, posting, or otherwise making Content available to Autodesk, or available to any individual or entity on or through the Site, each of Customer and User hereby grants Autodesk a non-exclusive, royalty free, paid up, worldwide, sub-licensable license to store, display, reproduce, modify and transmit the Content solely for the purposes of formatting, maintenance, repair, protection, organization, or other administration of the Site and Collaboration Solutions and use such Content in the ordinary course of Autodesk's, or its designated third parties', provision of the Collaboration Solutions.

8. CONTENT: GENERAL.

As between Autodesk and Customer, Customer is solely responsible for all Content and all activities that occur on the Site under Customer's User accounts, including, without limitation any comments, information, questions, data, plans, ideas, descriptions of processes, or other information submitted, posted, reproduced, published, distributed, or otherwise transmitted to Autodesk by Customer or any User through the Site or Collaboration Solutions. Customer may use the Collaboration Solutions for lawful purposes only.

Customer is responsible for implementing sufficient procedures and checkpoints to satisfy Customer's particular requirements for accuracy of data input and output. Customer acknowledges that: (i) Customer will evaluate and bear all risks associated with the use of any Content, including any reliance by Customer or its Users on the accuracy, completeness, or usefulness of such Content; and (ii) under no circumstances will Autodesk be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damages or any kind incurred as a result of Customer's or any User's use, deletion, modification, or correction of any Content.

9. PROTECTION OF CONTENT

During the term of this TOU, Autodesk will use commercially reasonable standards and practices to back up and protect Content. Notwithstanding the foregoing, Autodesk makes no warranties or representations regarding its back-up practices, and does not warrant that it will be able to restore any lost or damaged Content or other data. Customer acknowledges that no network security procedures can assure complete network security or prevent all unauthorized access to the Site and will immediately notify Autodesk of any known security breaches affecting the Collaboration Solutions.

10. CONFIDENTIALITY.

10.1 Confidential Information. As used in this TOU, confidential information shall mean (a) any information disclosed by a party ("**Disclosing Party**") to the other party ("**Receiving Party**") that is marked or designated as "confidential" or "proprietary" at the time of disclosure; (b) the Collaboration Solutions, (c) information related to access to the Site, including Customer's registration information and account

passwords, and (d) information related to Autodesk's business or operations, product plans or product prices (collectively "**Confidential Information**").

10.2 Limitations on Disclosure and Use of Confidential Information. Receiving Party shall exercise the same degree of care employed by such party to prevent the unauthorized disclosure of its own Confidential Information, but in no event employing less than reasonable care. Confidential Information disclosed under this TOU shall only be used by Receiving Party in the furtherance of this TOU or the performance of its obligations hereunder. Customer shall not disclose the terms of this TOU to any third party without the prior written consent of Autodesk, except pursuant to a valid and enforceable order of a court or government agency. Notwithstanding the foregoing, nothing herein shall limit Autodesk's right to disclose its standard and other Autodesk Confidential Information to third parties.

10.3 Exceptions. Confidential Information shall not include Confidential Information that from and after the date of disclosure: (i) is or becomes a matter of public knowledge through no fault of the Receiving Party; or (ii) was rightfully in the Receiving Party's possession prior to receipt from the Disclosing Party free of any obligation of confidence, as shown by Recipient's written records; or (iii) was rightfully disclosed to the Receiving Party by another person without restriction as to use or disclosure; or (iv) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information as shown by Receiving Party's written records.

10.4 Independent Development. Receiving Party reserves the right to independently develop and market any technology, products or services or pursue business opportunities that compete with or are similar to those disclosed by Disclosing Party under this TOU without the use of the Disclosing Party's Confidential Information.

11. AUTODESK LIMITED WARRANTY AND DISCLAIMER.

11.1 (i) Autodesk warrants to Customer that, as of the Effective Date and for a period of sixty (60) days thereafter, the Site will provide substantially the features and functions described in the feature list documentation located at www.autodesk.com/buzzsaw or www.autodesk.com/constructware (as applicable) for the version of the Collaboration Solutions for which access rights were purchased by Customer under normal use and circumstances. Autodesk's entire liability and Customer's exclusive remedy for breach of the warranty set forth in the preceding sentence is, at Autodesk's sole option, to attempt to correct or work around errors, or to refund the license fees actually paid by Customer and terminate this TOU. Customer must notify Autodesk of any claim under the warranty set forth in this Section 11.1(i) within thirty (30) days of occurrence of the event giving rise to such claim.

(ii) Autodesk warrants to Customer that the Customer Support Services will be performed in a manner consistent with the applicable descriptions of such services referenced in Section 16. Autodesk's entire liability and Customer's exclusive remedy for breach of the warranty set forth in the preceding sentence is for Autodesk to use commercially reasonable efforts to correct or re-perform the non-conforming Customer Support Services in accordance with generally accepted industry standards and practices applicable to support services of a similar nature as the Customer Support Services. Customer must notify Autodesk of any claim under the warranty set forth in this Section 11.1(ii) within thirty (30) days of occurrence of the event giving rise to such claim.

(iii) Customer hereby acknowledges and agrees that the products and services described in this TOU, including all related information and data proffered, are provided solely for Customer's and Users' internal use. Customer further acknowledges and agrees that the Collaboration Solutions and Software, if applicable, form part of Customer's total unique hardware and software environment to deliver specific functionality, and all or any part of the Collaboration Solutions and Software may not achieve the results Customer desires within Customer's design constraints. Customer acknowledges and agrees that it bears sole responsibility for determining whether the Autodesk products and services are suitable for use in Customer's intended application.

11.2 DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS LIMITED WARRANTIES PROVIDED IN SECTION 11.1 HEREOF OR IN THE END USER LICENSE AGREEMENT THAT ACCOMPANIES ANY APPLICABLE SOFTWARE, THE SOFTWARE AND COLLABORATION SOLUTIONS ARE PROVIDED "AS IS" AND AUTODESK AND ITS SUPPLIERS MAKE NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, INCLUDING, WITHOUT LIMITATION, (i) REGARDING THE USABILITY, SUITABILITY, CONDITION, OPERATION OR ACCURACY OF THE SOFTWARE AND/OR COLLABORATION SOLUTIONS, OR (ii) THAT ACCESS TO OR USE OF THE CONTENT, SOFTWARE AND/OR COLLABORATION SOLUTIONS WILL BE

AVAILABLE, TIMELY, UNINTERRUPTED OR ERROR-FREE, (iii) THAT THE SOFTWARE AND/OR COLLABORATION SOLUTIONS WILL DELIVER CUSTOMER'S DESIRED RESULTS OR MEET CUSTOMER REQUIREMENTS OR EXPECTATIONS, OR (iv) THAT THE CONTENT, SOFTWARE AND/OR COLLABORATION SOLUTIONS WILL BE FREE OF VIRUSES, WORMS, TROJAN HORSES OR OTHER CODE THAT MANIFESTS CONTAMINATING OR DESTRUCTIVE PROPERTIES. EXCEPT FOR THE EXPRESS LIMITED WARRANTIES SET FORTH IN SECTION 11.1 OR IN THE END USER LICENSE AGREEMENT THAT ACCOMPANIES ANY APPLICABLE SOFTWARE, AUTODESK AND ITS SUPPLIERS SPECIFICALLY DISCLAIM ALL WARRANTIES WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COMPATIBILITY, SECURITY OR ACCURACY. CUSTOMER'S AND USERS' USE OF THE CONTENT, SOFTWARE AND/OR COLLABORATION SOLUTIONS IS AT ITS OWN RISK, AND CUSTOMER ASSUMES FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM USE OF OR INABILITY TO USE THE CONTENT, SOFTWARE, AND/OR COLLABORATION SOLUTIONS.

12. LIMITATION OF LIABILITY.

AUTODESK'S AND ITS SUPPLIERS' ENTIRE CUMULATIVE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS TOU, THE COLLABORATION SOLUTIONS, THE SOFTWARE, AND THE CONTENT SHALL NOT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNT OF FEES FULLY PAID BY CUSTOMER EQUAL TO THE VALUE OF SERVICES PROVIDED BY AUTODESK DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE CLAIM.

IN ADDITION, IN NO EVENT SHALL AUTODESK OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES, LOSS OF PROFITS, REVENUE OR DATA, OR COST OF COVER ARISING OUT OF OR IN CONNECTION WITH THIS TOU, THE COLLABORATION SOLUTIONS, THE SOFTWARE OR THE CONTENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LIMITATIONS OF LIABILITY IN THIS SECTION 12 SHALL APPLY TO ALL DAMAGES, CLAIMS AND LOSSES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, WHETHER DERIVED FROM CONTRACT (INCLUDING, BUT NOT LIMITED TO, WARRANTY OR INDEMNIFICATION CLAIMS), TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE, EVEN IF AUTODESK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF WHETHER THE LIMITED REMEDIES AVAILABLE HEREUNDER FAIL OF THEIR ESSENTIAL PURPOSE.

13. TERM, SUSPENSION AND TERMINATION.

The TOU takes effect on the start date specified in the Order Form (the "**Effective Date**"), and shall continue until the end date specified in the Order Form, or, if earlier, the date on which this TOU is terminated in accordance with the terms set forth herein (the "**Term**"). This TOU may be renewed by mutual agreement of Customer and Autodesk if, prior to the end of the then-current Term, Customer places an applicable valid Order Form for such renewal Term and Customer is current in all payments due hereunder.

For Trial Versions of the Collaboration Solutions, Autodesk may suspend or terminate this TOU and/or Customer's and Users' access to the Collaboration Solutions in its sole discretion at any time without notice. For all other versions of the Collaboration Solutions, and without limiting any other rights or remedies available to Autodesk under contract or otherwise, Autodesk may (i) suspend Customer's and Users' access to the Collaboration Solutions effective upon ten (10) days prior notice in the event that Customer is not current in its payments and (ii) terminate the TOU upon thirty (30) days prior notice for any breach of or failure by Customer or any User to comply with the provisions of this TOU, including, without limitation, its payment obligations hereunder. Autodesk may terminate the TOU, without penalty or further obligation, for any reason upon one hundred eighty (180) days prior written notice to Customer.

14. EFFECT OF TERMINATION/EXPIRATION.

Upon receipt of notice from Autodesk that this TOU and/or Customer's and Users' access to the Collaboration Solutions are being terminated, or upon expiration of this TOU or expiration or termination of any free or evaluation period, Customer shall remove all Content and data from the Collaboration Solutions. Customer acknowledges and agrees that Autodesk also will delete the Content and data from the Collaboration Solutions (and all backups thereof), without further notice thirty (30) days from the date of termination or expiration of this TOU, and that Autodesk is not liable for any loss or damage which may be incurred by Customer, Users or any third parties as a result of such deletion.

Upon termination or expiration of this TOU for any reason, Customer shall cease to access the Collaboration Solutions and all of Customer's and each User's rights hereunder shall cease. Autodesk may in its sole discretion make mutually agreed upon Content migration services available to Customer pursuant to a mutually agreed upon professional services agreement at Autodesk's then current fees.

Should Autodesk elect termination for any reason other than Customer's default, Customer shall only be liable for a pro rata payment for those Collaboration Solutions delivered to Customer prior to the effective date of termination. In the event that Customer has pre-paid any amounts under this agreement, Customer shall be entitled to a pro rata refund of such amounts for unused services. Termination is in addition to all other legal or equitable remedies available to Autodesk. Sections 4 (All Rights Reserved; Use of Feedback), 7 (License by Customers and Users), 8 (Content: General), 9 (Protection of Content), 10 (Confidentiality), 11.2 (Disclaimer of Warranties), 12 (Limitation of Liability), 14 (Effect of Termination/Expiration), 15 (Indemnity), 17 (Entire Agreement), 18.4 (Governing Law, Jurisdiction and Venue), 18.6 (Notices), and 18.7 (Publicity) shall survive any termination of this TOU.

15. INDEMNITY.

Customer agrees to indemnify, defend (at Autodesk's request) and hold harmless Autodesk and its officers, directors, owners, agents, employees and suppliers (collectively, the "**Autodesk Indemnified Parties**") from all damages, losses, liability, costs and expenses (including, without limitation, reasonable attorneys' fees) incurred by the Autodesk Indemnified Parties in connection with any third party claim against an Autodesk Indemnified Party arising out of or related to any claim that the Content or Customer's or Users' use of the Collaboration Solutions violates any applicable law, rule, regulation or the rights of any third party. Customer shall have the right to conduct the defense of any such claim, provided, however, that Autodesk shall have the right, at its own expense, to participate in the defense of any matter subject to indemnification hereunder, or to assume the defense and control of such matter if Customer fails to do so, and Customer shall not settle any such claim without the prior written consent of Autodesk unless the settlement unconditionally releases Autodesk of any and all liability.

16. CUSTOMER SUPPORT SERVICES.

Customer Support Services provided by Autodesk to Customer may be subject to additional terms and conditions, which are or will be incorporated by reference into this TOU. Descriptions of Customer Support Services and additional terms relating to such services (as applicable) are currently available for review on the following Web pages (or any successor or replacement Web pages designated by Autodesk):

Buzzsaw support: <http://www.autodesk.com/buzzsaw-support>

Constructware support: <http://www.autodesk.com/constructware-support>

17. ENTIRE AGREEMENT.

This document (including the documents incorporated by reference herein) contains the entire agreement and understanding between Customer or User and Autodesk concerning the subject matter of this TOU, and supersedes all other prior or contemporaneous communications, representations, advertising, discussions, negotiations, proposed agreements and all other agreements, whether written or oral for the Collaboration Solutions. Autodesk has not made and Customer has not relied upon any representations not expressly set forth in this document in entering this TOU.

Autodesk may update or modify the terms of this TOU, the Privacy Policy or its support terms at any time and will notify Customer of any such revision. Notification may occur via email to Customer's system administrator, be posted on the Collaboration Solutions Web page (or any successor or replacement) or may occur in a manner deemed commercially reasonable by Autodesk. If Customer does not accept a modification by Autodesk to the TOU or its policies, Customer must notify Autodesk in writing of its objection within thirty (30) days of the date of Autodesk's notification. If Customer notifies Autodesk of its objection, the existing access rights to the Collaboration Solutions will continue to be governed by the last terms and conditions that the Customer accepted (including any deemed acceptances) until the end of the then current Term (if Customer has paid all applicable fees for the entire Term). If Customer has not paid all applicable fees for the entire Term then Customer's access rights to the Collaboration Solutions will end at the end of the year or period for which Customer has paid the applicable fee and at the end of such Term, the Customer's and its Users' access rights to the Collaboration Solutions shall expire. If the Customer does not so notify Autodesk, or the Customer places new orders for, or renews any access rights to the Collaboration Solutions or continues to pay any fees (if applicable), the Customer will be deemed to have accepted the revisions. Notwithstanding the foregoing, in the event Autodesk revises this TOU, the Privacy Policy or its

support policies, the Customer will not be entitled to any additional benefits or services offered thereunder absent the payment of the appropriate fee related to said revision, if any.

18. GENERAL PROVISIONS.

18.1. Waiver/Severability.

No term or provision hereof will be considered waived, and no breach excused, unless such waiver is in writing signed on behalf of the party against whom the waiver is asserted. No waiver (whether express or implied) will constitute a consent to, waiver of or excuse of any other, different or subsequent breach. If and to the extent any provision of this TOU is held illegal, invalid, or unenforceable in whole or in part under applicable law, such provision or such portion thereof, shall be ineffective as to the jurisdiction in which it is illegal, invalid, or unenforceable to the extent of its illegality, invalidity, or unenforceability and shall be deemed modified to the extent necessary to conform to applicable law so as to give the maximum effect to the intent of the parties. The illegality, invalidity, or unenforceability of such provision in that jurisdiction shall not in any way affect the legality, validity, or enforceability of any other provision of this TOU in any other jurisdiction.

18.2. Force Majeure.

Except for the failure to make payments, neither party will be liable for any loss, damage or penalty resulting from delays or failures in performance resulting from acts of God, war, terrorism or terrorist act, civil unrest, strikes, lockouts or other labor disturbances, failure or interruption of a third party internet connection(s) or infrastructure, or other causes beyond the non-performing party's reasonable control and not caused by the negligence of the non-performing party.

18.3. Independent Contractor.

In performing their respective duties under this TOU, each of the parties will be operating as an independent contractor. Nothing contained herein will in any way constitute any association, partnership, or joint venture between the parties hereto, or be construed to evidence the intention of the parties to establish any such relationship. Neither of the parties will hold itself out in any manner that would be contrary to the provisions of this Section 18.3.

18.4. Governing Law, Jurisdiction and Venue.

By accessing or using the Collaboration Solutions, Customer agrees that the statutes and laws of the State of California, without regard to the conflicts of laws principles thereof, shall govern all matters relating to interpretation and enforcement of these TOU and to Customer's and User's access to, or use of, the Collaboration Solutions. Customer and Autodesk specifically disclaim the U.N. Convention on Contracts for the International Sale of Goods. No choice of law rules of any jurisdiction apply. The parties hereby submit to the exclusive personal jurisdiction of and venue in the Superior Court of the State of California, County of Marin or County of Santa Clara, and the United States District Court for the Northern District of California in San Francisco in respect of all claims arising out of or related to the Collaboration Solutions and the TOU. The TOU is void where prohibited by law, and the right to access the Collaboration Solutions is hereby revoked in such jurisdictions.

18.5. Export.

In conformity with laws and regulations of the United States and other countries relating to international trade, Customer and its employees, agents and Users agree that it will not (a) disclose, export or re-export, directly or indirectly, any product, documentation or technical data (or direct products thereof) provided under this TOU to any country, entity, or other party which is ineligible to receive such items under applicable export control laws and regulations, or (b) use the Collaboration Solutions for any prohibited nuclear, rocket system or unmanned air vehicle end-use. Customer shall be solely responsible for complying with these laws and regulations.

18.6. Notices.

Notices to Autodesk under the TOU shall be sufficient only if in writing and transmitted via personal delivery or delivered by a major commercial rapid delivery courier service or by certified or registered mail, return receipt requested, to: Autodesk, Inc., Attention: General Counsel, 111 McInnis Parkway, San Rafael, California 94903.

18.7. Publicity.

Neither party may make any public statement, press release, or other public announcement relating to the terms of the TOU or any relationship between the parties, without the prior written approval of the other party, except as required by law.

18.8. Language.

The TOU is in the English language only, which language shall be controlling in all respects, and all versions hereof, in any other language, shall not be binding on the parties hereto. All communications and notices to be made or given pursuant to the TOU shall be in the English language only. Les parties aux présentes confirment leur volonté à ce que cette entente ainsi que tous les documents, y compris tous avis qui sy rattachent, soient rédigés en anglais.

18.9. Links.

The Collaboration Solutions may contain links to third-party Web sites or services that are not under the control of Autodesk. When Customer and/or Users access a non-Autodesk Web site or non-Autodesk services, Customer and/or Users do so at its own risk and Autodesk is not responsible for the accuracy or reliability of any information, data, opinions, advice, or statements made on these Web sites; or for the quality of any products or services available on such Web sites; or any such third-party services or for any damage or loss caused or alleged to be caused through or in connection with use of or reliance on the content, goods, or services available on or through any such link, site, service or resource. Customer and/or Users may use third-party applications to access Collaboration Solutions via published API's and protocols, but Customer and/or Users are solely responsible for such use.

18.10. Assignment.

Customer agrees that its rights and obligations under this TOU may not be transferred or assigned and its duties may not be delegated directly or indirectly without the prior written consent of Autodesk in its sole discretion. Autodesk may assign or otherwise transfer its rights and obligations to successors-in-interest (whether by purchase of stock or assets, merger, operation of law, or otherwise) of that portion of its business related to the subject matter hereof. Any attempted assignment in violation of this Section 18.10 shall be a material breach of this TOU and shall be void. Subject to the restrictions set forth in this Section 18.10, all of the terms and conditions of this TOU shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and permitted assigns of the parties hereto.

18.11. Digital Millennium Copyright Act.

Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement should be sent to Autodesk's Copyright Agent by email at CopyrightAgent@autodesk.com. For directions and more information about how to submit a claimed copyright notification, click the following link: [Copyright Information](#). INQUIRIES FAILING TO FOLLOW THIS PROCEDURE WILL NOT RECEIVE A RESPONSE.