

Effective Date: These Terms apply as of February 25, 2021.

General terms

These General Terms apply to your account with Autodesk and to our Offerings, and constitute a binding contract between us.

1. Acceptance

By accepting these General Terms by executing an Order incorporating these General Terms, you confirm your acceptance of these General Terms and other applicable Terms and your agreement to be a party to this binding contract. If you do not agree, you do not have the right to access or use our Offerings.

You agree to these Terms on behalf of the Ordering Activity under GSA Schedule contracts identified in the Purchase Order, Statement of Work, or similar document (in either case, "You"). You represent and warrant that you have the right and authority (as well as the capacity—for example, you are of sufficient legal age) to act on behalf of and bind such entity (if any) and yourself.

Additional capitalized terms are defined in these Terms and in the "Definitions" section (Section 22) below.

2. Right Of Return For Refund

For a limited period after You purchase or renew a subscription (the "Return Period"), (i) if You object to any of the terms set forth in these Terms, or (ii) if You object to the Autodesk terms of purchase or auto-renewal (if any) applicable to the purchase or renewal of the subscription, or (iii) if You are dissatisfied (for any reason) with the Offering to which You subscribed, You may return the Offering and may qualify for a refund.

For orders placed directly with Autodesk, Autodesk will provide a full refund of Your subscription fees if You cease use and return the Offering within the Return Period set forth below. For orders placed through a reseller or other third party, please check the applicable return and refund policy of that third party.

Type	Subscription Term	Return Period (measured from the date of purchase or renewal)
New subscription, Renewal of an existing subscription, Addition of users to an existing subscription, Aligning subscription billing or renewal dates	Subscriptions longer than monthly (for example, annual)	30 days
	Monthly subscriptions	15 days

Your right of return for refund does not apply to all orders, including orders for cloud credits, consumption-based fees, consulting, advanced consulting, memberships, platform subscriptions or fees, extra-territorial rights and enterprise agreements. For more information please see our **Right of Return Policy**.

3. Additional Agreements, Special Terms

You may have an additional agreement signed directly with one or more Autodesk entities that supplements or amends these Terms (for example, an enterprise business agreement) (“Additional Agreement”). In addition, Offerings may be subject to special terms (“Special Terms”), including, for example, particular entitlements or restrictions on types of use. Special Terms may apply to a particular Offering or to a particular category of user (for example, students). The Special Terms are set forth in the **Special Terms** attached hereto.

You agree to the Special Terms, if any, for an Offering that You subscribe to, obtain, access or use. If You do not agree to all such Special Terms, You may not subscribe to, obtain, access or use the Offering.

If there is any conflict between these General Terms and the Additional Agreement or Special Terms, the Additional Agreement or Special Terms will control in relation to their subject matter. If there is a conflict between the Additional Agreement and the Special Terms, the Additional Agreement will control in relation to its subject matter. Any arrangement with respect to an Offering is expressly conditioned on Your agreement to these Terms, and any further or different terms are rejected.

4. Account

4.1 Account Responsibilities

To subscribe to an Offering, You may need an account. You are responsible for anyone who obtains, accesses or uses Offerings through You or Your account (including Your Authorized Users). This means (among other things) that You are responsible for Your Authorized Users’ compliance with these Terms, including their use of their accounts, as though each of the Authorized Users is You. In certain cases, Your Authorized Users may be required to set up individual accounts or otherwise agree to applicable terms in order to obtain, access or use Offerings, but that requirement does not affect Your responsibility for Your Authorized Users.

You are also responsible for the security of Your account and all activity associated with Your account. This means (among other things) that You (i) will ensure that only Your Authorized Users use Offerings associated with Your account, and (ii) will secure and not share user IDs or passwords (except with authorized account administrators). If You suspect unauthorized use of Your account, please contact <https://www.autodesk.com/trust/contact-us>.

You will ensure that all Your account information (including any information that You or Your Authorized Users provide in connection with Your registration for any Offering) is, and continues to be, true and complete.

4.2 Account Benefits

Your account is designed to provide a place for You to access and manage Your account information and obtain rights to Software, Web Services and other Benefits, including free benefits. Your account is designed to be accessible virtually anywhere, anytime via the web at accounts.autodesk.com or at other successor or alternative Autodesk sites.

Your account features may include:

- Single sign-in to Autodesk sites and services
- Single sign-in to Autodesk sites and services

- Management of Your subscriptions
- Access to Offerings
- Access to downloads and trials
- Access to technical support, learning resources and subscription news
- Usage information regarding Your subscriptions, cloud credits and analytics

5. You Own Your Work

You will retain Your ownership rights to files, designs, models, data sets, images, documents or similar material created by You or Your Authorized Users and submitted or uploaded to any Offering by You or Your Authorized Users.

6. Privacy

Autodesk is committed to protecting Your privacy and letting You know what Autodesk will do with Your personal information. Autodesk's **Privacy Statement** attached hereto sets forth (i) how Autodesk may collect, use, store and process personal information of or relating to You, and (ii) how you may request access to or deletion of Your personal information or exercise other privacy rights. You acknowledge that You have read and understand the Privacy Statement.

7. Subscriptions

Benefits

Your subscriptions may include Software or Web Services or a combination of both Software and Web Services. Your subscriptions may also include additional Benefits.

7.1 Subscriber benefits

You will be entitled to the subscriber Benefits that Autodesk makes generally commercially available to users with the same subscription as You (including level, geography and other attributes). Subscriber Benefits may include, for example:

- Technical support
- Global travel benefits
- Home use benefits
- Rights to previous versions
- Access to forums, learning events, newsletters, webinars, galleries, and other educational resources
- Access to trial versions and APIs
- Rights to Updates, Upgrades and other additional Software
- Rights to Web Services

For more information about subscriber Benefits in general see **Subscription Benefits** page

7.2 Subscribing to an offering

Autodesk may offer additional modes of support from time to time. Examples may include online chat, request a callback, support for Software and Web Services APIs provided via Autodesk Developer Network, remote desktop troubleshooting or access to curated technical support resources, including articles, videos and similar content. Modes of support may differ depending on Your Offering. Additional terms may apply to these modes of support, including but not limited to

conditions relating to technical requirements. Not all modes of support will be available in every region or every language.

7.3 Length of subscription

Your subscription to an Offering will be for a fixed term of limited length, the length of which should be indicated at the time of purchase and should be reflected on Your confirmation of purchase or other Offering Identification. If no length is indicated, please contact us at <https://knowledge.autodesk.com/contact-support> and we will determine and confirm the length of Your subscription term.

7.4 Renewal of subscription

At the end of Your subscription period for an Offering, You may be able to renew Your subscription to the extent, and on the same terms, that Autodesk then generally makes commercially available to subscribers of such Offering in the same geography by executing an Order in writing. Certain subscriptions may have the option of automatically renewing. Unless prohibited by the Anti-Deficiency Act, in which case auto-renewal of subscriptions would be inapplicable, if you would like to cancel any such automatic renewal, please see [**Cancelling Automatic Renewal for Subscriptions.**](#)

7.5 Switched subscriptions

If Your subscription is replaced by a successor or substitute subscription, the new subscription may be considered a Switched Subscription and, if so, will be subject to the [**Switched Subscription Terms.**](#)

8. Scope, Prior Terms, Maintenance Terms

These Terms do not apply to (i) subscriptions purchased before May 18, 2018, unless renewed on or after that date, or (ii) terms on which Autodesk has agreed to provide maintenance for Software that was previously licensed to You on a perpetual basis. Rather, those subscriptions and maintenance arrangements continue to be subject to their existing terms, which are available at [**Prior Subscription Terms, Maintenance Terms.**](#)

9. Software

If You order Software for delivery, or You order an Offering that includes Software (for example, if a Web Service Offering requires client Software), the Software will at Autodesk's discretion be made available for download through Your account or other electronic means or delivered to You by Autodesk or an Autodesk-authorized third party. Except when the Anti-Deficiency Act would prohibit it, additional fees may apply for delivery of physical media or other tangible embodiments of Software. No matter how Software is delivered, Autodesk will not be liable for any losses or other liability incurred by You or others due to late delivery or delivery to an incorrect address.

For any Offering consisting of Software that Autodesk makes available or delivers to You, and subject to compliance with these Terms and all payment obligations, Autodesk grants to You a nonexclusive, non-sublicensable, nontransferable license, for the period of Your subscription, to install and use the Software (and permit Your Authorized Users to install and use the Software) solely (i) in accordance with the Documentation for the Offering and any applicable Special Terms, if any, and (ii) within the scope of Your subscription, including the permitted number, License Type, Territory and other attributes specified for the type and level that You selected when subscribing for the Offering. If Your Offering Identification or other confirmation from Autodesk of Your subscription does not specify one or more of those attributes, the license will be (a) a Trial Version; (b) for You as an individual or, if You are a company or other legal entity, for one named employee; and (c) for use only within the country or jurisdiction where You acquired the Offering. You may not install, access

or use (or allow installation of, access to or use of) any Software other than as authorized by such license and these Terms, and any other installation, access or use is unauthorized.

During the period of Your subscription, Autodesk may make available or deliver Updates or Upgrades to Software. All such Updates and Upgrades are subject to the same license and other terms as the Software to which the Updates or Upgrades apply. You are encouraged to promptly install and use all Updates and Upgrades made available to You during the subscription period. If You receive an Update or Upgrade for any Software, You may install and use both the previous version and the new version of the Software for testing and migration purposes for a maximum of 120 days (beginning on the first installation date for the new version), provided that, during such 120-day period, You do not use both versions concurrently for production use. After such 120 days, (i) Your (including Your Authorized Users') right to access and use such previous version will end, and (ii) You must stop all access to and use of the previous version (including all access and use by Your Authorized Users), uninstall all copies of the previous version, and, at Autodesk's request, destroy any such copies or return them to Autodesk or the reseller from which You acquired the Offering. For certain Offerings (because of Special Terms for the Offerings or because of exceptions granted by Autodesk under certain circumstances), You may have certain rights to continue using and accessing previous versions after such 120-day period. Such rights, if any, are set forth in the Previous Version Rights (see **Subscription Benefits**).

For the duration of a subscription, You may make one archival copy of the Software to which You subscribed solely for Your backup and archival purposes.

Any Software (including any Update or Upgrade) that Autodesk makes available or delivers to You is licensed for a limited subscription period, not sold, and You may not transfer or assign the license, except to the extent expressly permitted by applicable law notwithstanding a contractual prohibition to the contrary or as otherwise expressly permitted by Autodesk in writing. Your subscription to a Web Service does not grant to You a license to the underlying Software used in providing the Web Service.

10. Web Services

If You subscribe to Web Services, Autodesk will provide those Web Services to You for the period of Your subscription, subject to compliance with these Terms and all payment obligations. You may access and use the Web Services solely (i) in accordance with the Documentation for the Offering and any applicable Special Terms, if any, (ii) for Your internal business purposes, in the form made accessible and/or provided by Autodesk, and (iii) within the scope of Your subscription, including the permitted number, Web Services Type, Territory and other attributes specified for the type and level that You selected when subscribing for the Offering. If Your Offering Identification or other subscription confirmation from Autodesk does not specify one or more of those attributes, Your Web Service will be (a) a Trial Version; (b) for You as an individual or, if You are a company or other legal entity, for use by one named employee; and (c) for use only within the country or jurisdiction where You acquired the Offering. You may not access or use (or allow access to or use of) any Web Service other than as authorized by these Terms, and any such access or use is unauthorized.

Autodesk will make the Web Services available to You consistent with the manner in which Autodesk makes such Web Services generally commercially available to users with the same subscription as You (including level, geography and other attributes).

Web Services will be provided using processes and safeguards that are designed to help maintain the security of Your Content. Autodesk from time to time may have external auditors prepare reports for Autodesk subscriber on Autodesk's adherence to its security controls for certain Autodesk services. You may request from Autodesk a copy of such reports applicable to a Web Service to

which You subscribe, subject to Your agreement with Autodesk on non disclosure of and restrictions on use of such reports. Autodesk expects to make available such reports no more frequently than once annually.

11. Access To And Use Of Offerings

11.1 General Access and Use Conditions

Depending on the Offering, You may be required to log into Your account to activate, access or use (or to continue accessing or using) the Offering. Only You, including Your Authorized Users, may access or use an Offering. Access to and use of all Offerings is contingent on (among other things) Your timely payment of all applicable amounts, including any taxes and other fees, with respect to the Offerings and compliance with these Terms.

Some Offerings may cause Your Electronic Devices to automatically connect to the internet (intermittently or on a regular basis)—for example, to validate Your subscription, provide You with access to services (including third-party services) or download and install Updates or Upgrades, all without further notice to You. You agree to such connection and to validation of Your subscription and to the automatic downloading and installation of Updates and Upgrades. For some Offerings, You may be able to adjust Your Update or Upgrade settings (this is not available for other Offerings, including those for which automatic Updates or Upgrades are required for operation or security of the Offering).

Offerings do not include access to the internet or any other network or to any communications services or any hardware, software, storage, security or other resources necessary for accessing or using the Offerings. You and Your other suppliers and service providers are responsible for acquiring all such items and for their reliability, security and performance. Not all Offerings, and not all functions of an Offering (including those described in the Special Terms or Documentation), are available in all locations or languages.

11.2 Autodesk APIs

When You subscribe to an Offering, Autodesk may provide You with access to applications programming interfaces, software development kits, tools, libraries, scripts, sample source code and similar developer material specifically for use of such Offering (collectively, “APIs”). For any such APIs that Autodesk makes available or delivers to You, and subject to compliance with these Terms and all payment obligations, Autodesk grants to You a nonexclusive, non sublicensable, nontransferable license, for the period of Your subscription, to use such APIs only (i) internally in conjunction with and for Your own authorized internal use of the Offering for which the APIs were made available, and (ii) in accordance with any Documentation for the APIs. Some APIs are subject to Special Terms, and Your license to the APIs is subject to those Special Terms. Nothing herein shall bind the Ordering Activity to any Special Terms unless the terms are provided for review and agreed to in writing by all parties. Until such agreement, the Ordering Activity agrees not to use the APIs. All APIs are confidential and proprietary to Autodesk and may not be distributed or disclosed to any third party or used for any purpose other than as permitted by the Documentation for the APIs and the other requirements of these Terms (and any such other use is unauthorized). If You develop any applications, services, modules or components using all or any portion of the APIs (collectively, “Your Development”), You may use Your Development with third-party software or hardware (including porting Your Development to third-party platforms), but only if You remove from Your Development all elements of the APIs (including any elements based on the APIs) and Your Development (a) does not disclose, make available, incorporate or embody any part of the APIs, and (b) does not incorporate or embody any part of the Offerings or other Autodesk intellectual property. If You wish to use Your Development for any use other than Your internal use with Your Offering (for example, for customers or any users other than You), You will need a separate **Developer License**.

11.3 Use of Third-Party Material and Services

Autodesk may provide You with content, designs, models, data sets, project information, documents, libraries, audio, links, data, applications and other software, services or similar material of a third party (collectively, “Third-Party Material/Services”) in connection with Offerings. Any such Third-Party Material/Services may be governed by different terms found in such Third-Party Material/Services (for example, in the “About Box” or a .txt file), on a web page specified by Autodesk or in the Special Terms or Documentation for the Offering for which the Third-Party Materials/Services are provided (collectively, “Third-Party Terms”). If there are no Third-Party Terms, Your use must be (i) limited to the same terms as the Offering for which You received the Third-Party Material/Services, and (ii) solely in connection with Your use of such Offering. You take sole responsibility for determining, obtaining and complying with all Third-Party Terms. Autodesk will have no responsibility for, and makes no representations and warranties regarding, (a) any Third-Party Material/Services or Your use of such Third-Party Material/Services, and (b) the Third-Party Terms or Your compliance with such Third-Party Terms.

11.4 Use of Your Content

In order for You to access or use certain Offerings, or for Autodesk to provide You with certain services, You may wish to upload or otherwise share Your Content. Autodesk personnel will not use Your Content except (i) at Your request, or with Your consent—for example, when providing You support, or addressing a technical issue or other request; (ii) in connection with providing and improving Offerings (including maintaining, securing, updating or otherwise modifying Offerings); or (iii) in connection with legal-related obligations, enforcement, investigations or proceedings (for example, in response to a valid subpoena). In general, Autodesk does not screen or review content that is posted to any Offering, website or service or otherwise made available to Autodesk. Autodesk reserves the right, however, to screen and review Your Content, and may block or remove content for any reason, including because it is not in compliance with these Terms (for example, illegal, offensive or phishing-related postings or spam). When You provide or make accessible Your Content, You authorize Autodesk and its designees to use, reproduce, modify, distribute and make available Your Content in connection with providing You with Offerings and allowing Autodesk to fulfill its obligations and as otherwise permitted by these Terms.

You (a) are responsible for all of Your Content and for ensuring that Your Content and its use with any Offering comply with all applicable laws and regulations and these Terms, and (b) warrant that Your Content will not infringe or misappropriate any intellectual property or proprietary rights of any person or violate any applicable laws or regulations. Autodesk recommends that You secure and protect Your Content by using appropriate encryption and security technology. You acknowledge that online services may suffer occasional disruptions or outages, and You may not be able to retrieve Your Content as a result. Autodesk recommends that You regularly backup Your Content to Your own storage. You are at all times responsible for storing and maintaining any such backup copies of Your Content.

11.5 Collaboration and Sharing of Your Content

Some Offerings permit You to collaborate with others, including sharing Your Content or publishing Your Content—for example, to a forum or to other services. If You choose to share or publish Your Content (whether by collaboration on or sharing files with a project, emailing, sharing a link, sharing files with other applications or services, posting in a forum or gallery or otherwise), then others (including, in some cases, the general public) may be able to use, sell, reproduce, modify, distribute, make available, display, transmit and communicate Your Content. Forums and galleries may be public, and submissions are generally public. Once You share or publish Your Content, suspending or terminating access will not delete or inhibit access to any of Your Content that was earlier copied, transferred or otherwise shared or published. If You do not want others to have any such access or

any of those rights, do not use the sharing, publishing or other collaboration features of the Offerings and set Your permissions accordingly.

An Offering may feature links to third parties that offer services, software or other materials that complement such Offering. Such links are provided as a convenience to You. Autodesk does not monitor or control what such third parties will do with Your Content. You are responsible for ensuring the appropriate level of access to Your Content by any third party. If You authorize any of Your information or Your Content to be shared with any third party, Autodesk may make available Your information or Your Content to such third party; Autodesk will, however, have no responsibility or liability for the actions of such third party, and all governing terms and conditions, including those regarding privacy, are between You and such third party.

12. Trial Versions

Autodesk may make available or deliver Offerings (or features of an Offering) labelled or offered as “not for resale,” “free,” “evaluation,” “trial,” “pre-release,” “beta” or another similar designation (collectively, “Trial Versions”). You may download, install, access or use Trial Versions only during the period and for the purpose of the trial, as expressly permitted by Autodesk. Except as expressly set forth in the online or other Documentation for the Trial Version or applicable Special Terms, (i) the subscription period for the Trial Version will be limited to 30 days, (ii) Your use will be limited to non-commercial evaluation purposes with no rights to make available or distribute the Trial Version to any third party, and (iii) the use will be only by You as an individual or, if You are a company or other legal entity, by one named employee. Notwithstanding anything contained in these Terms or otherwise, (a) Autodesk makes no commitments with respect to Trial Versions regarding any features, functions, service levels or data and provides no warranties of any kind with respect to Trial Versions, (b) Autodesk may choose not to generally release any Trial Versions or convert any Trial Version into a product offering, and (c) Trial Versions may contain code that is not fully tested, including errors and faults that may cause total data loss or system failure. Subscriptions to Trial Versions do not include Subscription Benefits, and Autodesk reserves the right, without any further notice, to end any Trial Versions at any time.

13. Websites

Separate from its Offerings, Autodesk may provide information on its general websites. You agree to use such Autodesk websites in accordance with our **Website Terms of Use attached hereto**.

14. Feedback

You have no obligation to provide Autodesk with ideas for improvement, suggestions or other feedback (collectively, “Feedback”), whether in connection with a Trial Version or otherwise, unless otherwise specified in the Special Terms for an Offering. If, however, You provide any Feedback, You hereby grant to Autodesk a non-exclusive, transferable, irrevocable, worldwide, royalty-free license (with rights to sublicense) to make, use, sell, offer to sell, reproduce, modify, distribute, make available, publicly display and perform, disclose and otherwise exploit the Feedback and any Offerings using the Feedback.

15. Limitations On Use

15.1 Offerings are tools

The Offerings are tools and are intended only to assist You with Your design, analysis, simulation, estimation, testing and other activities and are not a substitute for Your professional judgment or Your own independent design, analysis, simulation, estimation, testing or other activities, including those with respect to product stress, safety and utility. Due to the large variety of potential applications for the Offerings, they have not been designed or tested for any specific uses, and it is Your responsibility to determine whether the use of an Offering is appropriate for the purposes You pursue. Autodesk will not be responsible or liable in any manner whatsoever for the results obtained

through use of the Offerings, including any Output. You are responsible for Your (including Your Authorized Users') use of the Offerings and any results produced by the Offerings, including any Output. Your responsibilities include, without limitation, the determination of appropriate uses for the Offerings and the selection of the Offerings and other computer programs and materials to help achieve Your intended results. You are also responsible for establishing the adequacy of independent procedures for testing the reliability, accuracy, completeness, compliance with applicable legal requirements, and other characteristics of any Output, including, without limitation, all items designed with the assistance of the Offerings. You further acknowledge that the Offerings and Output may not achieve the results You desire within Your design, analysis, simulation, estimation, testing and other constraints.

15.2 Offerings are not designed for storage of sensitive personal information

The data storage functionality associated with Offerings is NOT suitable for the storage of Social Security numbers, credit or debit card numbers, financial account numbers, driver's license numbers, medical information or health insurance information; data about personal characteristics or other personal information, such as race or ethnic origin, religion or philosophical beliefs, political affiliation or opinions, genetic or biometric data, sexual orientation or trade union membership; or other information that may expose, or pose a risk of harm to, an individual if improperly disclosed or used (collectively, "Sensitive Personal Information"). Except as expressly required by Autodesk (for example, a credit card number used to purchase a subscription), You will not upload or otherwise make available to Autodesk any Sensitive Personal Information, including any files containing Sensitive Personal Information, in connection with Your use of any Offering.

15.3 Acceptable use of offerings

You will access and use (and permit access to and use of) Offerings only in conformance with (and will comply with) all applicable laws. Except as expressly authorized by these Terms, including any Additional Agreement or Special Terms, or as otherwise expressly permitted in writing by Autodesk, You will not:

- Reproduce, modify, adapt, translate, port or create derivative works of all or any portion of any Offering, except as expressly permitted by applicable law notwithstanding a contractual prohibition to the contrary;
- Sublicense, distribute, transmit, sell, lease, rent, loan or otherwise make available all or any portion of any Offering (including any functionality of any Offering) to a third party or provide any functionality of any Offering to a third party (whether on a service bureau basis or otherwise); and
- Access or use any Offering on or through the internet (other than as made available by Autodesk through the internet), any wide-area network (WAN) or any other non-local network; on or through any virtual private network (VPN); or on or through any application virtualization technology, remoting virtualization technology, web-hosting, timesharing, software as a service, platform as a service, infrastructure as a service, cloud or other web-based, hosted or similar service.

In addition, You will not:

- Remove any copyright, trademark, confidentiality or other proprietary rights notice from any Offering, Documentation or related material;
- Remove, disable or otherwise limit the effectiveness of any technical protection used by Autodesk to (i) manage, monitor, control or analyze the installation of, access to, or use of any Offering or (ii) protect Autodesk's intellectual property rights;

- Post, transmit or otherwise make available using the Offerings any information or material that is or may be:
 - false, libelous, defamatory, fraudulent or otherwise unlawful or tortious;
 - threatening, harassing, degrading, hateful or intimidating, or that otherwise fail to respect the rights and dignity of others;
 - obscene, indecent, pornographic or otherwise objectionable;
 - protected by copyright, trademark, design rights, trade secret rights, right of publicity or privacy, or any other proprietary right, without the express prior written consent of the applicable owner;
 - a national or state secret, classified information or any other information or material (including any photograph, drawing, plan or model) that is subject to official confidentiality treatment;
 - secret codes, countersigns, crypto-currency, passwords or other similar information;
 - advertising, spam, an offer to sell or buy any goods or services, a “chain letter” or any other form of solicitation; or
 - any malware (such as a virus, worm, Trojan horse, Easter egg, time bomb or spyware) or other computer code, file or program that is or is potentially harmful or invasive or intended to damage or hijack the operation of, limit the use of, or monitor the use of, any hardware, software or equipment;
- Use the Offerings in any way that is fraudulent or otherwise unlawful or tortious, or has any fraudulent or other unlawful or tortious purpose or effect;
- Interfere with or disrupt the operation of any Offering or the servers or networks used to make any Offering available, including by hacking or defacing any portion of an Offering;
- Attempt to probe, scan or test the vulnerability of any Offering or to breach or circumvent any security or authentication measures used by any Offering;
- Use any Offerings as storage for “remote loading” or as a “door” or “signpost” to other web pages or internet resources, whether inside or beyond the sites through which the Offerings are provided;
- Collect content or information, from or with an Offering, using automated means (such as any robot, spider, site search/retrieval application or other device to retrieve, index, “scrape,” or “data mine”);
- Use any Offering or the output of any Offering in connection with the training of a neural network or machine learning, deep learning or artificial intelligence system or software;
- Unbundle the component parts of any Offering for use separate from each other or on different electronic devices (except as may be expressly permitted in writing by Autodesk); or
- Use or access Software made available as part of a Web Service separately from the applicable Web Service (except as may be expressly permitted in writing by Autodesk).

16. Confidentiality

You or Autodesk (as the “Disclosing Party”) may disclose or make available Confidential Information to the other party (as the “Receiving Party”) in connection with these Terms. The Receiving Party will use the same degree of care as to the Disclosing Party’s Confidential Information that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) and will (i) use the Confidential Information of the Disclosing Party only in connection with Offerings, and (ii) except as otherwise authorized by the Disclosing Party in writing,

limit access to the Confidential Information of the Disclosing Party to those of its employees, consultants, contractors, service providers, professional advisors and other individuals who need such access for purposes related to Offerings and who are subject to confidentiality obligations with the Receiving Party no less stringent than those in these Terms. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so. The Receiving Party will give the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and take reasonable steps to limit such disclosure. Autodesk may also disclose Your Confidential Information to comply with any governmental or regulatory body request (including subpoenas or court orders), as part of a legal proceeding involving Autodesk, or at Your request. If disclosure is made at Your request, You may be responsible for the costs of compiling and providing access to Your Confidential Information. The Parties agree that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which requires that certain information be released, despite being characterized as “confidential” by the vendor, and that certain information released to the Federal Government by Autodesk may be exempt under the Act.

17. Autodesk Proprietary Rights

You acknowledge and agree that Autodesk and its licensors and suppliers will have all ownership of and all rights with respect to (i) the Offerings, Documentation, APIs, Metrics and other information or material provided or made available by Autodesk to You and (ii) any copies of the foregoing, or any materials or other information based on, derived from or otherwise using any of the foregoing (including all rights under trade secrets, copyrights, trademarks, patents and all other intellectual property or proprietary rights relating to any of the foregoing). The structure and organization, the underlying algorithms and other internals, the protocols, data structures and other externals, and the source code of the Offerings and the APIs constitute proprietary and confidential information of Autodesk, and You will not disclose such information to third parties, or use such information for any purpose other than as required for ordinary-course access to and use of the Offerings as set forth in these Terms, without Autodesk’s prior written consent. Also, You agree not to access or attempt to access the Offerings by any means other than the interface Autodesk provides or authorizes. In addition, You agree not to engage in any decompiling, disassembling or other reverse engineering or otherwise attempting to discover, learn or study the structure or organization, underlying algorithms or other internals, the protocols, data structures or other externals, or the source code of the Offerings or APIs, except as expressly permitted under applicable law notwithstanding a contractual prohibition to the contrary. Autodesk may make available or provide access to other confidential and proprietary information (either marked as such or understood to be such under the circumstances). If You receive such information, You will not disclose it to any third party, or use such information for any purpose other than as required for access to and use of the Offerings as set forth in these Terms, without Autodesk’s prior written consent.

You have only the rights expressly granted to You under these Terms (including any Additional Agreement or Special Terms). All rights not expressly granted are reserved by Autodesk and its licensors and suppliers; Autodesk and its licensors and suppliers expressly disclaim (and You agree not to assert) any other rights.

You agree not to take any action, or to authorize or encourage any third party to take any action (or cooperate with any third party in taking any action), inconsistent with the foregoing.

18. Warranty, Disclaimers, Limitations On Liability

18.1 Limited warranty

Autodesk warrants that, for any paid subscription, as of the date on which the subscribed-for Offering is made available to You and for 90 days thereafter or, if the subscription period is shorter, such shorter period (“Warranty Period”), the Offering will provide the general features and functions described in the end-user Documentation for the Offering. Autodesk’s entire obligation and liability,

and Your sole and exclusive remedy, for Autodesk's breach of this warranty will be for Autodesk, at its option, (i) to attempt reasonably to remedy the breach or (ii) to refund amounts received for the affected subscription and terminate such subscription. You must bring any warranty claim for any Offering within its applicable Warranty Period.

18.2 Disclaimers

EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH IN THE "Limited Warranty" SECTION (Section 18.1) ABOVE, AND ANY EXPRESS WARRANTIES SET FORTH AS SUCH IN ANY ADDITIONAL AGREEMENT OR SPECIAL TERMS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, (i) THE OFFERINGS ARE PROVIDED "AS IS," AND (ii) AUTODESK AND ITS LICENSORS AND SUPPLIERS MAKE, AND YOU RECEIVE, NO WARRANTIES, REPRESENTATIONS, CONDITIONS OR COMMITMENTS OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY OF THE OFFERINGS OR ANY OUTPUT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR NON INFRINGEMENT OR OTHER WARRANTIES OR CONDITIONS IMPLIED BY STATUTE, OR ANY WARRANTIES OR CONDITIONS BASED ON A COURSE OF DEALING, USAGE OF TRADE OR INDUSTRY STANDARDS. Any statements about the Offerings (including any statements about their functionality or performance) or Output, or other communications with You, that are not contained in these Terms or any Additional Agreement or Special Terms are for information purposes only and do not constitute a warranty, representation, condition or other commitment. Without limitation as to the generality of the foregoing, Autodesk does not warrant or otherwise commit that (a) the Offerings or Output, or the access thereto or use thereof, will be available, uninterrupted, error-free, secure, accurate, reliable or complete, (b) the Offerings will meet any particular performance or availability criteria, (c) Your Content will not be lost or damaged or (d) errors will be corrected or any particular support requests will be resolved to meet Your needs. Any reference to "unlimited" access, use, storage or otherwise with respect to an Offering is subject to the technical limitations of the Offering.

18.3 Limitations on liability

Neither Autodesk nor any of its licensors or suppliers will have any liability (directly or indirectly) for any incidental, special, indirect, consequential or punitive damages; loss of profits or revenue; business interruption or loss of use; cost of procurement of substitute goods or services or other cover; failure of or defects in the Output; loss, corruption or deletion of (or failure to delete) data or Your Content; or damages resulting from Force Majeure (in each case, regardless of the legal theory for seeking such damages or other liability). In addition, the aggregate liability of Autodesk and its licensors and suppliers with respect to any Offering or Output thereof will in no event exceed the amount paid or payable by You for the Offering in the one-year period before the events or circumstances giving rise to the liability first occurred.

The limitations on liability in these Terms will apply to the maximum extent permitted by applicable law to any damages or other liability, however caused and regardless of the theory of liability, whether based on contract, tort (including negligence and strict liability), indemnification, recourse, statute or otherwise, even if Autodesk has been advised of the possibility of the liability and regardless of whether the limited remedies in these Terms fail of their essential purpose.

You acknowledge that the amounts payable for the Offerings are based in part on and reflective of the disclaimers of warranties and limitations on liability in these Terms and that such disclaimers and limitations are an essential element of the bargain between You and Autodesk.

Nothing in these Terms purports to restrict or exclude Autodesk's liability for (i) death or personal injury caused by Autodesk's willful intent or gross negligence or (ii) Your damages or losses caused by Autodesk's fraud.

18.4 Relationship to applicable law

Autodesk does not seek to limit Your warranties, Your other rights and remedies, or the liability of Autodesk for damages or losses to the extent the limits are not permitted by applicable law (such as statutory warranties, conditions, remedies or liabilities that cannot be excluded by applicable law). Nothing in these Terms restricts the effect of warranties, the liability of Autodesk for damages or losses or other terms that cannot be excluded or otherwise modified under applicable law notwithstanding a contractual restriction to the contrary. These Terms give You specific legal rights, and You may also have other legal rights, which vary from jurisdiction to jurisdiction. For example, some jurisdictions do not allow the exclusion of implied warranties or the exclusion or limitation of incidental or consequential damages or other rights, so those provisions of these Terms may not apply to You. Some of these legal requirements are described in the "Country/Jurisdiction-Specific Terms" section (Section 23).

19. Indemnity

You will indemnify and hold harmless (and, at Autodesk's request, defend) Autodesk against any and all losses, liabilities, expenses (including reasonable attorneys' fees) suffered or incurred by Autodesk by reason of any claim, suit or proceeding ("Claim") arising out of or relating to (i) Your Content; (ii) Your (including Your Authorized Users') use of Offerings, including any Output or other results produced by such use; and (iii) Your (including Your Authorized Users') breach of these Terms (including any Additional Agreement, any Special Terms or any other applicable terms). If you are an instrumentality of the United States Government, You are not required to indemnify Autodesk except as expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

20. Term, Termination, Suspension

These Terms become effective on the first date accepted in accordance with the "Acceptance" section (Section 1) and continue in effect indefinitely unless terminated in accordance with this "Term, Termination, Suspension" section (Section 20).

20.1 Your right to terminate

You may terminate Your subscriptions and these Terms if Autodesk is in material breach of these Terms (including any Additional Agreement, any Special Terms or any other applicable terms) and fails to cure such breach within 30 days after written notice of the breach.

20.2 Autodesk's right to terminate

When the End User is not an instrumentality of the United States, subject to FAR 552.238-114 Use of Federal Supply Schedule Contracts by Non-Federal Entities (May 2019), Autodesk may terminate any or all of Your subscriptions or other Offerings, these Terms and/or Your account, if (i) You have no current paid subscriptions; (ii) You have failed to timely pay any amounts (including fees and taxes) owing with respect to any Offerings or otherwise owing to Autodesk; (iii) You (including any of Your Authorized Users) are in material breach of these Terms (including any Additional Agreement, any Special Terms, or any other applicable terms) and fail to cure such breach within 30 days after written notice of the breach; or (iv) You become subject to bankruptcy or insolvency proceedings, become insolvent, make an arrangement with or affecting Your creditors (including an assignment for the benefit of creditor) or commence a process of liquidation. These Terms will automatically terminate without further notice or action by Autodesk if You go into liquidation. When the End User is an instrumentality of the United States, recourse against the United States for any alleged breach

of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Autodesk shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

20.3 Effect of termination of subscription

Upon expiration or termination of a subscription or other Offering for any reason, Your rights with respect to that Offering, including any related Software license or subscription Benefits, will end. At that time, You will stop all access to and use of the Offering (including all access and use by Your Authorized Users) and uninstall any and all copies of materials related to such Offering (including any related Software, Documentation, APIs or other material from Autodesk). In addition, at Autodesk's request, You will destroy any such copies or return them to Autodesk or the reseller from which You acquired the Offering. You will retain proof that You returned or destroyed all such copies. In connection with the expiration or termination of a subscription, (i) as a convenience to You for some Web Services, Autodesk will, upon Your written request, provide You with a brief period (for example, 30 days) in which You may retrieve Your Content after expiration or termination of the Web Services, if You are in compliance with these Terms and pay the applicable fees, if any (for example, Autodesk's then-current professional services fees for any assistance Autodesk provides), and (ii) otherwise, Autodesk may delete, without notice, any or all of Your Content, including backup and other copies thereof. For more information on post-expiration/termination content retrieval, please check with the individual Web Services Offering. This convenience for some Web Services, if available, does not relieve You of responsibility for retaining and securing complete copies of Your Content at all times.

20.4 Effect of termination of terms

Upon any termination of these Terms for any reason, (i) Your account and Your subscriptions and other Offerings, including those of Your Authorized Users, will immediately terminate, (ii) You will cease all access to and use of any Offerings (including all access and use by Your Authorized Users), and (iii) the effects described above with respect to expiration or termination of a subscription or other Offering will apply. Your payment obligations, ownership of Your work (as described in the "You Own Your Work" section (Section 5)), obligations with respect to APIs and Your Development (including those in the "Autodesk APIs" section (Section 11.2)) and indemnity obligations (including those in the "Indemnity" section (Section 19)); the license as to Feedback (in the "Feedback" section (Section 14)); Autodesk's rights and Your obligations with respect to proprietary rights (including the rights and obligations in the "Autodesk Proprietary Rights" section (Section 17)); the disclaimers and limitations on liability (in the "Limited Warranty, Disclaimers, Limitation on Liability" section (Section 18)); the governing law and dispute resolution provisions (in the "Contracting Autodesk Entity, Governing Law, and Dispute Resolution" section (Section 21.4)); and Your responsibility for anyone who accesses or uses (or obtains) Offerings through You or Your account (including Your Authorized Users) (including the responsibility described in the "Account" section (Section 4)) will survive termination for any reason.

20.5 Autodesk's right to suspend

If Autodesk believes in good faith that Your Content or Your conduct or failure to act (including the conduct or failure of Your Authorized Users) may (i) pose a security risk or otherwise adversely impact Offerings, systems or other users; (ii) constitute or enable tampering with, removing, disabling or otherwise limiting the effectiveness of any technical protections (including any mechanisms for managing, monitoring, controlling or analyzing the installation of, access or, or use of any Offerings or protections of Autodesk's intellectual property rights); (iii) subject Autodesk, any reseller or any other user to liability; or (iv) not comply with these Terms (including any Additional Agreement, any Special Terms or any other applicable terms), including failure to pay any amounts

owing with respect to any Offerings, Autodesk has the right, but not the obligation, to immediately temporarily disable or suspend Your access to and use of any Offerings and access to and use of Your Content. Subsections iii and iv will not apply to any entity which must comply with FAR 52.233-1, including entities that must comply with FAR 52.233-1 in accordance with FAR 52.238-114 Use of Federal Supply Schedule Contracts by Non-Federal Entities (May 2019). Unless Autodesk reasonably determines that immediate action is prudent, Autodesk will seek to notify You of the planned disabling or suspension before it takes effect.

21. Miscellaneous

21.1 Changes to the offerings

Autodesk reserves the right from time to time to (and You acknowledge and agree that Autodesk may) (i) modify or release subsequent versions of an Offering, or may discontinue an Offering and/or provide instead a substitute Offering; (ii) modify or discontinue the Benefits, features and functionality, or supporting services or availability with respect to an Offering, whether generally or in any geographic area or language; or (iii) add or modify license keys, authorizations or other means of controlling access to or use of the Offerings. Autodesk will endeavor to inform You of major changes to the Offerings.

21.2 Changes to terms

To the maximum extent permitted by applicable law, Autodesk reserves the right from time to time to (and You acknowledge that Autodesk may) non-materially modify these Terms.

Notwithstanding the forgoing, modifications to the Privacy Statement, Special Terms, Subscription Types, Subscription Benefits or other policies will be handled as described therein.

You acknowledge that Your commitments with respect to the Offerings and Subscription Benefits are not contingent on delivery of future features or functionality (or oral or written statements about future features or functionality).

21.3 Language of terms; Interpretation

The English language version of these Terms will be the version used when interpreting or construing these Terms, and any notices or other communications in connection with these Terms will be provided in the English language. Any reference in these Terms to “days” are to calendar days unless otherwise specified. The words “including” and “for example” or “e.g.,” and words of similar import, are not limiting or exclusive and will be deemed followed by “without limitation,” whether or not such language is included. Section and other headings are for ease of reference only and are not to be used to interpret the meaning of any provision. Any rights and remedies provided for in these Terms are cumulative and are in addition to, and not in lieu of, any other rights and remedies available under applicable law.

21.4 Autodesk Party, Governing Law, and Dispute Resolution

Depending on where Your principal place of business is (or, if You are an individual, where You are resident), these Terms are between You and the Autodesk Party set out below. The governing law for these Terms, including any rights, obligations and claims of the parties, will be as specified below. Similarly, any dispute, claim or controversy arising out of or relating to these Terms, including the breach, performance, termination, enforcement, interpretation or validity of these Terms (and whether under contract, tort, including and strict liability, competition law or otherwise), and including the determination of the scope or applicability of the dispute resolution provisions of these Terms, will be finally determined under the law, in the location and by the dispute resolution process specified below (except as may be specified in the "Country/Jurisdiction-Specific Terms" section (Section 23)).

Your principal place of business (or, if You are an individual, the place of Your residency)	References to “Autodesk Party” means the following Autodesk entity:	Governing law is:	Exclusive jurisdiction/forum for dispute resolution:
United States	Autodesk, Inc., a Delaware corporation	Federal laws of the United States	As determined in accordance with Federal Law and FAR 552.238-114 Use of Federal Supply Schedule Contracts by Non-Federal Entities (May 2019)

If You have any dispute with respect to an Offering or otherwise arising from or relating to these Terms (including any Additional Agreement, any Special Terms, the Autodesk Privacy Statement or any other applicable terms), You will first seek to resolve the dispute informally with the Autodesk Party as set forth above by providing notice of the dispute (including a description of the dispute and related documentation) in the manner described below for Notices and cooperating with the Autodesk Party to try to address the matter amicably. If the dispute is not resolved within 30 days from receipt of the notice, either You or the Autodesk Party may file a formal claim in the forum for dispute resolution described above in accordance with the Contract Disputes Act (depending on Your principal place of business or, if You are an individual, Your place of residence).

21.5 Compliance

Autodesk has the right to verify the installation of, access to, and use of any Offerings by You and Your Authorized Users. As part of any such verification, Autodesk or its authorized representative has the right, on 15 days’ prior notice, to inspect Your records, systems and facilities, including machine IDs, serial numbers, Autodesk IDs, and other related information, on Your premises using an Autodesk approved verification tool. In addition to Autodesk’s right to perform a verification on Your premises, You shall within 15 days of such verification request, provide a report to Autodesk using an Autodesk approved verification tool, that contains information relating to the installation of, access to, and use by You and Your Authorized Users of any Offerings including machine IDs, serial numbers, Autodesk IDs, and other related information. If Autodesk determines that Your installation of, access to, or use is not in conformity with these Terms (including any Additional Agreement, Special Terms or other applicable terms), You will immediately purchase new subscriptions to remedy the noncompliance, and pay Autodesk’s reasonable costs of the verification. Autodesk reserves the right to seek any other remedies available at law or in equity.

21.6 Force majeure

Excusable delays shall be governed by FAR 52.212-4(f) if the End User is subject to said clause. If the End User is not subject to FAR 52.212-4(f), neither party will be responsible or have any liability for any delay or failure to perform to the extent due to unforeseen circumstances or causes beyond its reasonable control, including acts of God, earthquake, fire, flood, sanctions, embargoes, strikes, lockouts or other labor disturbances, civil unrest, failure, unavailability or delay of suppliers or licensors, riots, terrorist or other malicious or criminal acts, war, failure or interruption of the internet or third party internet connections or infrastructure, power failures, acts of civil and military authorities and severe weather (“Force Majeure”). The affected party will give the other party prompt written notice (when possible) of the failure to perform and use its reasonable efforts to limit the resulting delay in its performance.

21.7 Export

When You obtain, access or use an Offering, You must comply with the export control and international trade laws and regulations of the United States and of any other country whose laws apply to You or Your Content. You must not access or use any Offering from within a U.S. sanctioned location or if You appear on any U.S. government restricted parties list. You must obtain U.S. government and any other required authorization before You obtain, access or use, or allow any third party to obtain, access or use, any Offering for a U.S.-restricted end use. Restricted end uses include, but are not limited to, work on nuclear, chemical or biological weapons or on missile systems capable of delivering them. You must not upload or otherwise provide Autodesk with any content or materials (including Your Content) that constitute classified information or that are subject to the International Traffic in Arms Regulations (“ITAR”) or its foreign counterparts. You must not upload or otherwise provide Autodesk with any content or materials that cannot legally be transferred from Your location to the United States or from the United States to Your location. You must not use any Offering to make Your Content or any other content or materials available to any country, entity or other party that cannot legally receive them under U.S. and other applicable law.

21.8 Government

For U.S. Government procurement, all Offerings that constitute or include Software are deemed to be commercial computer software as defined in FAR 12.212, and any successor regulations. Any use, modification, reproduction release, performance, display or disclosure of the Software by the U.S. Government will be solely in accordance with the license rights, restrictions and other terms set forth in these Terms (including any Additional Agreement or Special Terms).

21.9 Assignment

You may not assign or otherwise transfer these Terms or Your rights or obligations under these Terms (whether by operation of law or otherwise) without Autodesk’s prior written consent, and Autodesk may terminate these Terms (including Your rights under these Terms) if You are acquired by, or come to be controlled by, any other person or entity (whether by acquisition of shares, merger, or other transaction) without such written consent of Autodesk. Autodesk may assign or otherwise transfer these Terms (without Your consent or notice to You) as part of a reorganization, merger, sale of assets or other transaction that involves all or a portion of the Offerings or related business unless You are subject to the Anti-Assignment Act, 41 USC 6305 in which case Autodesk will seek Your prior approval.

21.10 No waivers

Failure to enforce or exercise any provision of these Terms is not a waiver of such provision, unless such waiver is specified in writing and signed by the party against which the waiver is asserted.

21.11 Severability

If and to the extent any provision of these Terms is held unenforceable under applicable law, (i) such provision will be deemed modified to the extent reasonably necessary to conform to applicable law but to give maximum effect to the intent of the parties set forth in these Terms, and (ii) such provision will be ineffective only as to the jurisdiction in which it is held unenforceable without affecting enforceability in any other jurisdiction.

21.12 Notices

Any notices by You to Autodesk will be sent by postal mail or delivery service to Autodesk, Inc., 111 McInnis Parkway, San Rafael, California 94903, USA, Attention: General Counsel. Such notices will be effective when received by Autodesk.

Except as otherwise expressly stated in these Terms (including any Additional Agreement or Special Terms), any notices by Autodesk to You will be provided (i) by email to the registered email address associated with Your account, (ii) by posting to Your account, (iii) by posting within an Offering (for example, through an in-Offering notification function or sign-in notification), (iv) by postal mail or delivery service to the address associated with Your account, or (v) in any other manner deemed reasonable by Autodesk that involves specific notification to You. Notices from Autodesk to You will, (a) in the case of notices by email, be effective one day after being sent and (b) in the case of other notices, five days after being posted or sent. You hereby agree to service of process being effected on You by registered mail sent to the address set forth on Your Customer Information Form (or, if no Customer Information Form has been provided, Your last address known by Autodesk) if so permitted by applicable law.

21.13 Entire agreement

These Terms, including the Privacy Statement, any Additional Agreement and any Special Terms (which are incorporated by reference and attached hereto in these Terms), constitute the entire agreement between You and Autodesk (and merge and supersede any prior or contemporaneous agreements, discussions, communications, representations, warranties, advertising or understandings) with respect to the subject matter hereof.

21.14 DMCA

The Digital Millennium Copyright Act of 1998 (the “DMCA”) provides recourse for copyright owners who believe that material appearing on the internet infringes their rights under U.S. copyright law. If You believe in good faith that materials made available by or through Autodesk infringe Your copyright, You (or Your agent) may send Autodesk a notice requesting that Autodesk remove the material or block access to it. If You believe in good faith that someone has wrongly filed a notice of copyright infringement against You, the DMCA permits You to send Autodesk a counter-notice. Notices and counter-notices must meet the then current statutory requirements imposed by the DMCA. See <http://www.copyright.gov/> for details. Notices and counter-notices should be sent to:

Copyright Agent
Autodesk, Inc.
111 McInnis Parkway
San Rafael, CA 94903 USA
E-mail: copyright.agent@Autodesk.com
Tel: +1 (415) 507.5000
Fax: + 1 (415) 507.6128

Autodesk suggests that You consult Your legal advisor before filing a notice or counter-notice.

22. Definitions

Authorized Users means (i) You (if You are an individual) and (ii) identified individuals (such as Your individual employees, consultants and contractors and other individuals accessing and using an Offering for Your benefit) for whom You have acquired a subscription to an Offering. If an Offering allows You to designate Authorized Users for such Offering, You will be responsible for providing notice to, and obtaining agreement from, any such Authorized Users regarding the application of these Terms to their access to and use of such Offering prior to their access and use.

Autodesk means Autodesk, Inc., a Delaware (United States) corporation, together with its subsidiaries and other affiliates.

Autodesk Party means the particular Autodesk entity identified in the section entitled “Autodesk Party, Governing Law, and Dispute Resolution” (Section 21.4).

Benefits means any benefits made available to You or Your Authorized Users by Autodesk. Benefits are typically based on the level or type of Offering for which You subscribe. Benefits may include access to Updates and Upgrades, rights to previous versions, additional Software or Web Services, Trial Versions, APIs, global travel rights, technical support, training, webinars, forums, events, galleries, newsletters and usage data. Benefits may also include account benefits such as single sign-on and management of Your profile, security settings, linked accounts and preferences.

Confidential Information means information not generally known to the public that is (i) made available or disclosed by a Disclosing Party to a Receiving Party in writing and (ii) designated by the Disclosing Party in the writing as Confidential. Autodesk Confidential Information also includes the non-public aspects of (i) any Offering and any related product plans, technology and other technical information and (ii) business negotiations. Nonetheless, Confidential Information does not include (a) any information that (1) becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (2) was known to the Receiving Party before receipt from the Disclosing Party without breach of any obligation (and without a duty of confidentiality) owed to the Disclosing Party; (3) is received from a third party without breach of any obligation (and without a duty of confidentiality) owed to the Disclosing Party; or (4) was independently developed by the Receiving Party; (b) any of Your Content that You send to, or allow to be accessed by, a third party through an Offering; or (c) any Feedback.

Customer Information Form means a form completed by or on behalf of You and submitted to Autodesk (or to a reseller), directly or indirectly, in connection with Your account, a subscription or other Offering.

Documentation means any end-user documentation (including online, printed or other documentation) and any technical or legal requirements for an Offering.

Electronic Devices mean (i) computers (whether desktop, laptop or tablet); (ii) virtual machines not accessed through a network connection; and (iii) mobile devices.

License Type means the license type specified by Autodesk for a subscription (for example, single-user or multi-user). License Types are set forth on **Subscription Types**.

Metrics means data and other information regarding access to and use of any Offerings (including Your access and use). Metrics includes information regarding usage of features, functions, storage and indexes and information regarding usage, volume, type, storage and processing of Your Content (but not Your Content itself). If Metrics includes any personal information, treatment of such personal information will be pursuant to the **Privacy Statement**.

Offerings means Software, Web Services and other Benefits provided by Autodesk and any subscriptions for such items. Offerings includes free and other Trial Versions of Software, Web Services and other Benefits.

Offering Identification means one or more designations by Autodesk that set forth (as applicable) the name of an Offering, the License Type or Web Services Type, and the permitted number, Territory and length of Your subscription. The Offering Identification may be (i) provided in a written confirmation or other notice issued to You by Autodesk, posted to Your account, transmitted via email, physically delivered or otherwise made available to You; (ii) located in the Software or on or with any Autodesk packaging if the Software is delivered to You; or (iii) obtained from Autodesk on

request. Offering Identification does not include any designation, confirmation, packaging or other document provided by a reseller or other third party.

Output means all results, work product, designs, prototypes or other items created or generated by or through any use of any Offering, including any products, parts or services based on or using such results, work product, designs, prototypes or other items.

Software means any software or similar materials, including any modules, components, features and functions, made available by Autodesk, whether or not provided as part of a subscription and whether or not provided for a fee. Software includes Updates and Upgrades.

Terms (including “these Terms”) means these General Terms and the other terms referenced in these General Terms, including the Special Terms, Autodesk Privacy Statement and Additional Agreement (if any), together with any other applicable terms.

Territory means the country or jurisdiction where You acquired Your subscription. Autodesk may indicate the applicable Territory in an Offering Identification. For additional information regarding the definition of Territory see the “Country/Jurisdiction-Specific Terms” section (Section 23). If You acquire Your subscription in the country or jurisdiction in which You are incorporated, chartered or otherwise organized, if You are a legal entity (or, if You are an individual, in the same country or jurisdiction as Your residence), You may qualify for additional geographies pursuant to Global Travel Rights benefits, see **Subscription Benefits**.

Trial Versions will have the meaning set forth in the "Trial Version" section (Section 12).

Updates means security fixes, hot fixes, patches and other updates (including new features, new functions and other modifications released between Upgrades), if and when made available to You by Autodesk and determined by Autodesk to constitute an update.

Upgrades means new versions of Offerings, or add-ons to or additional products associated with Offerings, if and when made available to You by Autodesk and determined by Autodesk to constitute an upgrade.

Web Service means a web- or cloud-based service made available by Autodesk, whether or not provided as part of a subscription and whether or not provided for a fee.

Web Services Type means the Web Services type specified by Autodesk for a subscription (for example, number of cloud credits). Web Services Types are set forth on **Subscription Types**.

Your Content means (i) any files, designs, models, data sets, images, documents or similar material submitted or uploaded to any Offering by You or Your Authorized Users and (ii) Your specific output generated from the use of any Offering based on Your own raw data or information.

23. Country-Specific Terms

Notwithstanding the other terms of these Terms, if Your principal place of business is in (or, if You are an individual, You are a resident of) a country or jurisdiction identified below, the terms set forth below for such country or jurisdiction will apply to You:

23.1 Member states of the European Union

If You acquired Your subscription in a member country of the European Union or the European Free Trade Association, the applicable “Territory” for such subscription is all the countries of the European Union and the European Free Trade Association.

If Your principal place of business is in (or, if You are an individual, You are resident of) a Member State of the European Union and there are any court proceedings in a Member State between You and a third party relating to the use of an Offering, (i) You will inform Autodesk promptly in writing of such court proceedings, and (ii) You will not serve Autodesk with a third party notice regarding such proceedings unless Autodesk requests in writing that You do so.

In addition, the following provisions apply if You are contracting with Autodesk Ireland Operations Limited (“Autodesk Ireland”) as a consumer and are resident in a country that is a Member State of the European Union:

(i) The choice of the law of Ireland as governing law will not deprive You of the protections granted to You by provisions of the law of the country where You reside that cannot be derogated from by contract pursuant to the law of such country. Autodesk Ireland may bring a claim with respect to an Offering against You only in the courts of the country where You reside, and You have the right to bring a claim with respect to an Offering against Autodesk Ireland either in the courts of Ireland or in the courts of the country where You reside. In any case, You and Autodesk Ireland have the right to bring a counterclaim in the court in which, in accordance with this provision, the original claim is pending.

(ii) If Autodesk assigns or otherwise transfers these Terms, Autodesk will ensure that the assignment or other transfer does not prejudice Your rights under these Terms. You may request Autodesk’s consent to the assignment or other transfer by You of these Terms and Your rights and obligations under these Terms. Any such consent by Autodesk will be subject to demonstration by You that the transferee will comply with these Terms, that You will remain responsible for such compliance, and that You will no longer have any access to or use of any Offering (including any functionality of any Offering).

(iii) Notwithstanding the “Entire Agreement” section (Section 21.13) of these Terms, such section will not exclude Autodesk’s liability to You for (a) misrepresentations in voluntary statements about an Offering made by Autodesk to You that You rely on in purchasing the Offering; or (b) failure to provide pre-contract information regarding an Offering that Autodesk is required by the law of the country where You reside to provide to You before purchasing the Offering.

Also, nothing in these Terms purports to restrict or exclude (1) Autodesk’s liability for death or personal injury caused by Autodesk’s negligence or (2) statutory liability for products under the statute of a Member State of the European Union (e.g., the German Product Liability Act).

In addition, notwithstanding any limitations on Territory in these Terms, these Terms do not limit cross-border access or use (such as access or use in one Member State of the European Union of Offerings purchased in another Member State of the European Union) that is expressly authorized by applicable law.

23.2 Australia

The following provision may apply to You depending on Your circumstances:

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for

compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

In addition to your other rights and remedies under law in relation to the Offerings, Offerings that are legitimately purchased also come with a 90-day limited warranty as set out in these Terms. For Australian customers, the warranty is given by Autodesk Australia Pty Ltd, an Australian company with principal offices at Level 5, Building C, 11 Talavera Road, Macquarie Park, New South Wales, Australia. If an Offering does not provide the general features and functions described in the Documentation in the 90-day period after delivery to You, please call (+61) (0) 2 9844 8000 with details of Your product, serial number, place of purchase, details of the defect and Your return contact details.

Autodesk will not be responsible for user error and may refer any such issues to a supporting reseller, if any. You may be required to return the Offering to the address we provide to You at the time, at Your own cost.

DESPITE ANYTHING ELSE IN THESE TERMS, IF ANY OFFERING IS SUBJECT TO THE MANDATORY WARRANTIES OR GUARANTEES OF THE COMPETITION AND CONSUMER ACT (CTH) OR OTHER APPLICABLE LAW IN AUSTRALIA (THE "LAW"), AND SUCH LAW PERMITS AUTODESK TO LIMIT ITS LIABILITY FOR BREACH OF THESE WARRANTIES OR CONDITIONS, THEN AUTODESK'S LIABILITY FOR BREACH OF ANY SUCH WARRANTY OR GUARANTEE WILL BE LIMITED AT AUTODESK'S OPTION TO THE REPAIR, REPLACEMENT OR REPERFORMANCE (OR THE COST OF DOING SO) OF THE RELEVANT OFFERING.

23.3 Mainland China, Hong Kong, Macau and Taiwan

If You acquired Your subscription in mainland China, the "Territory" for such subscription is Mainland China. Likewise, if You acquired Your subscription in Hong Kong, the "Territory" for such subscription is Hong Kong; if You acquired Your subscription in Macau, the "Territory" for such subscription is Macau, and if You acquired Your subscription in Taiwan, the "Territory" for such subscription is Taiwan.

Effective Date: May 18, 2018

Special Terms

Capitalized terms not otherwise defined below will have the meaning assigned to them in the **General Terms**. The Special Terms non-material terms and conditions may be updated from time to time. Notice of updates will be posted on the “Effective Date/Updated” link at the top of this page.

Offerings With Their Own Terms Of Service

The following Offerings have their own terms of service applicable to such Offerings:

- **Tinkercad**
- **Sketchbook**
- **Constructware/Buzzsaw**
- **Instructables**
- **Dynamo Package Manager**

BIM 360 Glue Service (User Packs)

If You have subscribed to an Autodesk BIM 360 Glue Service, You will be entitled to grant Authorized Users of that Service the right to install and access Autodesk Navisworks Manage software and Autodesk Point Layout software made available by Autodesk to You, for use simultaneously with that Service during the length of Your subscription. An Authorized User may install, and/or access, those Products on or from more than one computer, provided that only one copy of each Product is accessed and/or used by that Authorized User at any given time.

The number of single user licenses of Autodesk Navisworks Manage software and Autodesk Point Layout software to which You may grant access to Authorized Users will be limited according to the Autodesk BIM 360 Services user packs that You have been granted, as follows:

User packs	Number of Licenses of Autodesk Navisworks Manage Software and Autodesk Point Layout Software
1 User pack	0
10 User pack	0
25 User pack	Up to five (5)
100 User pack	Up to twenty (20)
500 User pack	Up to fifty (50)
1000 User pack	Up to One hundred (100)

Enterprise 8000 User pack	Up to Eight hundred (800)
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BIM 360 Ops Building-Based Service

Building-based access to (an) Autodesk BIM 360 Ops Service(s) ("Building-based Service(s)") entitles You and Your Authorized Users to access and/or use the Building-based Service(s) during Your subscription for that/those service(s) for one (1) Building. Unless Your level of Building-based Service(s) specifies otherwise, You will be entitled to create and access an unlimited* number of Tickets within the Building-based Service(s), export those tickets to an Airtable base and use indoor maps during Your subscription for that/those service(s) for one (1) Building. For this paragraph, "Building" means the specific facility, infrastructure, structure or other area (i) designated by You within the Building-based Offering and (ii) of which ongoing operations will be managed by You; and "Ticket" means a single assignable event created by You within the Service.

*Subject to reasonable technical limitations.

By deciding to export Your tickets to an Airtable base, You understand and agree that You will be subject to and must agree to Airtable's terms and conditions which shall govern such access and use by You. Autodesk is not responsible for, and makes no representations or warranties regarding, Your use of Airtable, any data submitted or received between You and Airtable, or for any information, reports, results or other materials that Airtable may provide or collect from You on or through its services.

Fusion 360 Manage

Access to Fusion 360 Manage is available to an unlimited number* of third-party Authorized Users, subject to the following limitations:

- Fusion 360 Manage is not intended for white-label or non-Autodesk-branded applications in which Authorized Users are granted access to a Fusion 360 Manage instance on an automated basis. You may not automate access to a Fusion 360 Manage Enterprise instance via an API or other automated means.
- You must confer with your designated account executive (as indicated on Your order form) at the time additional Authorized Users access is granted.
- This benefit does not extend to Authorized Users who are Your employees, or who are consultants, contractors or other individuals accessing and using Fusion 360 Manage for Your benefit.
- Autodesk reserves the right to monitor and revoke third-party user access if it determines in its sole discretion that these Special Terms are being violated.

*Subject to reasonable technical limitations

Live Map Data

By accessing or using Autodesk Live Map Data, You understand and agree that You will be subject to, have read and agree to be bound by these additional third-party terms of use and privacy policies referenced therein:

- [Microsoft® Bing™ Maps Platform APIs' Terms Of Use](#)
- [NAVTEQ North America, LLC END-USER TERMS](#)

Autodesk is not responsible for, and makes no representations or warranties regarding, these third-party services or any data, information, reports, results or other materials that these third parties may provide or collect from You on or through such services.

Apple App Store Downloads

If You downloaded an Offering from the Apple App Store or access an Offering using an Apple branded product, Your use of the Offering may be subject to the **Additional Apple App Store Terms**

Creative Finishing Tools

If the Offering is an Autodesk compositing, grading, editing and/or finishing tool, including, without limitation, Autodesk Flame Premium, Autodesk Flame, Autodesk Flame Assist, Autodesk Flare, Autodesk Lustre or Autodesk Backdraft Conform (collectively, “Creative Finishing Tools”), the following additional terms apply with regard to the Autodesk Wiretap API: You may install and access such Wiretap API on a computer, even if a copy of the Creative Finishing Tools is not installed on such computer, and use of such Wiretap API does not need to be solely in connection with Your use of the Creative Finishing Tools.

Downloading Technology

Autodesk download technology may use the Akamai NetSession Interface, which may utilize a limited amount of Your upload bandwidth and computer resources to connect You to a peered network and improve speed and reliability of web content delivery. The Akamai NetSession Interface is secure client-side networking technology that harnesses the power of Your computer to deliver software and media available on the Akamai network. Your Akamai NetSession Interface works collectively with other Akamai NetSession Interfaces, along with thousands of Akamai edge servers, and runs as a networking service utilizing a limited amount of Your computer’s available resources. For more information, see the **Akamai NetSession Interface..**

Education

Education licenses and subscriptions do not receive standard subscription benefits. For additional terms that apply to Education Offerings, please see **Education Terms**.

PlanGrid

Effective date: June 14, 2019

PlanGrid, Inc. was acquired by Autodesk on December 19, 2018 and currently operates as a wholly owned subsidiary of Autodesk. Until the PlanGrid Offerings are fully integrated into Autodesk product/service offerings:

- PlanGrid’s **Privacy Statement attached hereto** sets forth how PlanGrid may collect, use, store and process personal information of or relating to You;
- if You suspect unauthorized use of Your PlanGrid Account, please contact **support@plangrid.com**;
- PlanGrid Offerings are accessed at **https://app.plangrid.com/en/login**;
- PlanGrid Subscription Support is available at **support@plangrid.com**;

Account Registration and Installation

To access and use a PlanGrid Offering, You must register for a PlanGrid account, for which You must provide a valid email address and other necessary information. You may install and use the mobile applications for Your PlanGrid Offering on up to three mobile devices owned or controlled by You.

Your Service Authorization

If You purchase a subscription (or sign up for a free trial) to a PlanGrid Offering, Your account will be owned and controlled by You.

Third Party Service Authorization

If your subscription to a PlanGrid Offering is purchased by a third party (for example your employer or another third party who desires to make such PlanGrid Offering available to you via a service authorization), such third party is the owner and controller of the account. Such third party (i) may terminate the account or your access to the account at any time and for any or no reason, and (ii) will retain control of the customer content associated with such account.

Use of De-Identified Data

With respect to ideas, concepts, know-how, or techniques contained in Your communications with PlanGrid or Autodesk, and with respect to usage data and other information in Your account, You agree that PlanGrid and Autodesk may use all such information on a worldwide, irrevocable, perpetual, royalty-free basis, for purposes of developing and improving our Offerings, provided that such information has been processed in such a way that the data subject is not identifiable and that the information has been aggregated or made generic so that it is not attributable to any specific data subject.

Assemble Service(S)

If You have subscribed to an Autodesk Assemble Service, You will be entitled to grant Authorized Users of that Service the right to access Autodesk Assemble software made available by Autodesk to You during the length of Your subscription. The Authorized Users which You may grant access to will be limited according to the Autodesk Assemble Service Offering that You have purchased, as follows:

Assemble Service Offering	Authorized Usage
Assemble Project Offering	Entitles You and an unlimited number of Your Authorized Users to access and/or use the Assemble Service during Your subscription for the applicable number of “Projects” purchased. “Project” means up to eight (8) separate buildings at one single location.
Assemble Office Offering	Entitles You and an unlimited number of Your Authorized Users to access and/or use the Assemble Service during Your subscription for any project within a 100-mile radius of the physical address where the purchase has been transacted.
Assemble Region Offering	Entitles You and an unlimited number of Your Authorized Users to access and/or use the Assemble Service during Your subscription for any project within a 750-mile radius of the physical address where the purchase has been transacted.

Special Terms For Bifrost Extension For Maya And Bifrost Engine

If the Offering is Autodesk Maya or Autodesk Media & Entertainment Collection, You will be entitled to the following:

1. You may install and access Bifrost Extension for Maya (referred to as “Bifrost”) in connection with Your use of Autodesk Maya, in accordance with Section 11.2, of the **General Terms**; and
2. If Your Offering is Autodesk Maya, You will be entitled to use the Bifrost Engine for background processing per Authorized User depending on Your Offering as follows:

Your Offering	Number of machines using Bifrost Engine per Authorized User
Standalone Autodesk Maya single user Subscription, multi-user Subscription or Perpetual License on Maintenance	Up to 3

3. If Your Offering is Autodesk Media and Entertainment Collection, You will be entitled to use the Bifrost Engine for background processing per Authorized User depending on Your Offering as follows:

Your Offering	Number of machines using Bifrost Engine per Authorized User
Autodesk Media and Entertainment Collection single user Subscription, multi-user Subscription or Perpetual License on Maintenance	Up to 15

Special Terms For Arnold Entitlement With Autodesk Media & Entertainment Collection Subscription

If Your Offering is Autodesk Media and Entertainment Collection single-user subscription, You are entitled to a single-user Arnold subscription that You can install and use up to 5 instances of Arnold software concurrently on separate machines. For clarity, if Your Offering is Autodesk Media and Entertainment Collection multi-user subscription, You are entitled to 5 multi-user Arnold subscriptions embedded within the license file.

BuildingConnected

Effective date: February 12, 2020

BuildingConnected, Inc. (“BuildingConnected”) was acquired by Autodesk on January 23, 2019 and currently operates as a wholly owned subsidiary of Autodesk.

Until the BuildingConnected Offerings are fully integrated into the Autodesk Offerings:

- BuildingConnected’s **Privacy Statement attached hereto** will apply to the BuildingConnected Offerings and sets forth how BuildingConnected may collect, use, store and process personal information of or relating to You;
- if You suspect unauthorized use of Your BuildingConnected account, please contact **support@buildingconnected.com**;

- BuildingConnected Offerings are accessed at <https://app.buildingconnected.com/login?retUrl=%2F>;
- BuildingConnected Subscription Support is available at support@buildingconnected.com;
- if You wish to cancel an automatic renewal of Your BuildingConnected subscription(s), please contact BuildingConnected at support@buildingconnected.com no less than thirty (30) days prior to the expiration of the then-current term of Your subscription.

Account Registration

To access and use any BuildingConnected Offerings, You must register for a BuildingConnected account, for which You must provide a valid email address and other necessary information.

Your Content

In connection with Your use of BuildingConnected Offerings, You may wish to submit materials and information, including contact information, project information, bid information, financial information and performance and safety information about You or Your current or potential commercial partners. All materials or information that You create, submit or upload to the BuildingConnected Offerings, will constitute Your Content under the General Terms. You are responsible for promptly correcting any errors or inaccuracies in Your Content that is shared with others via the Offering.

Third Party Materials/Services

Other users of these Offerings may submit similar materials and information, including information about You, and whenever these materials and information are shared with You via the Offerings, they will constitute Third-Party Materials/Services under the General Terms.

Google Maps is one of the Third-Party Materials/Services used by the BuildingConnected Offering. Your use of Google Maps via the BuildingConnected Offering is subject to the then-current **Google Maps/Google Earth Additional Terms of Service** at https://maps.google.com/help/terms_maps.html and **Google Privacy Policy** at <https://www.google.com/policies/privacy/>.

Data Analytics

BuildingConnected may perform certain data analytics or other analysis on Your Content and may disclose such data analytics or analysis on an aggregate and anonymous basis to third parties or publicly, provided that BuildingConnected will not disclose specifics about Your Content except to you as part of the Offerings or upon your consent.

Privacy and Data Protection

You acknowledge that by transmitting Your Content to the BuildingConnected Offerings, you intend for certain of Your Content that includes personal data, such as profiles that you create, for yourself, your business, or for a third party (e.g., a current or potential business partner), to be shared with and disclosed to other registered users of the BuildingConnected Offerings. For details, see BuildingConnected's **Privacy Statement attached hereto**.

Where You transfer personal data originating from within the European Economic Area, the United Kingdom, or Switzerland to BuildingConnected, You agree to enter into, with respect to personal data that BuildingConnected processes as a processor, the Controller to Processor Standard Contractual Clauses 2010 ("C2P SCCs") set out by the EU Commission Decision of 2010/87/EU, or any superseding set of Standard Contractual Clauses that may be subsequently approved under law applicable in those jurisdictions. To request C2P SCCs, please contact support@buildingconnected.com for our Data Processing Addendum.

Shotgun Special Terms

Effective Date: August 17, 2020

If You have subscribed to a Shotgun Offering, the following terms apply:

- 1. Authorized User:** An Authorized User for a Shotgun Offering means a user whose status You enabled in product as “active” regardless of whether the user has used the Shotgun Offering in any given time period. References to “Active User” will have the same definition as set forth here for Authorized User.
- 2. Multiple Site Access:** Except as expressly provided for in Your Offering or Offering Identification, each Site is considered independent, and the total number of Authorized Users for purposes of usage tracking and billing is the sum of each Site’s Authorized Users. You will pay for all Authorized Users across multiple Sites, regardless of user duplication. For the purposes of this section, a “Site” means a Shotgun URL or website where You can access and use Your dedicated production instance of Shotgun Web Service.
- 3. True-up:** In accordance with Section 21.5 of the Terms of Use, Autodesk may conduct review of Your usage of Shotgun. If Autodesk notifies You that more users were using Shotgun than the number of Authorized Users, You will have fifteen (15) business days to review Your usage with Autodesk, then within fifteen (15) calendar days after the review, You will either remove such unauthorized users or issue a purchase order or signed quote to Autodesk or its reseller to purchase additional users, which will be equal to the number of users in excess of the number of Authorized Users.
- 4. Additional Benefit:** If You have subscribed to Shotgun Web Service, You will be entitled to grant Your Authorized User the right to access Shotgun-authenticated RV Software (“RV Software”) made available by Autodesk to You for use in conjunction with Your Shotgun Web Service during the length of Your subscription. The maximum number of RV Software licenses You are entitled to cannot exceed the total number of Your Shotgun Authorized Users.

Hosted License Rights Benefits Terms For Maya And 3ds Max Batch

Effective Date: August 1, 2020

The following Benefits Terms shall additionally govern Your Hosted License Rights Benefits for Maya and 3ds Max Batch. These rights apply to Autodesk Subscription customers only.

1. DEFINITIONS

The following terms shall have the meanings set forth below. Capitalized terms used and not otherwise defined in these Benefits Terms shall have the meaning assigned to them in the Autodesk License and Services Agreement for the applicable Covered Software product(s) or Your Subscription Agreement (as applicable).

“**Batch**”: means any command line or headless (non-UI) operations provided to you as a supplemental functionality installed with your Autodesk® Maya or Autodesk® 3ds Max license, as applicable, which is intended to enable You to perform remote batch processing. For purposes of clarity, the Batch functionality is considered Covered Software as defined in Your Subscription Agreement.

2. HOSTED LICENSE RIGHTS

2.1 Notwithstanding anything contained in the applicable Autodesk License and Services Agreement governing Installation and Access of the Covered Software by You, including but not limited to Section

2.1.1 (No License Granted; Unauthorized Activities), for the Term of Your Subscription Agreement, the following License Type shall apply (as applicable):

Multi-User Subscribers:

- Hosted Multi-User License. Licensee may install the specific release of the Licensed Materials designated in the applicable License Identification on the Permitted Number of Computers (up to the limits imposed by the Autodesk License Manager tool (if any)) and use such Computers to execute Batch functionality from multiple Computers over the Internet or other non-local network, on a Networked Basis, solely by Licensee's Personnel, solely for Licensee's Internal Business needs to perform remote batch processing. A Hosted Multi-User License is for a limited term, except as otherwise provided in this Agreement.

Single-User Subscribers:

- Hosted Single-User License. Licensee may install a single copy of the specific release of the Licensed Materials designated in the applicable License Identification on one (1) Computer, on a Stand-alone Basis, and execute Batch functionality installed on one (1) additional Computer over the Internet or other nonlocal network, on a Networked Basis, solely by Licensee's Personnel, solely for Licensee's Internal Business needs to perform remote batch processing, provided that (i) such additional copy of the Licensed Materials is Accessed solely by the same person as the primary copy; (ii) such person is Licensee (if Licensee is an individual) or an employee of Licensee; (iii) such person Accesses the additional copy solely to perform work while away from that person's usual work location and solely for Licensee's Internal Business Needs; and (iv) the primary and additional copies are not Accessed at the same time. A Hosted Single-User License is for a limited term, except as otherwise provided in this Agreement.

2.2 For each Hosted Multi-User License or each Hosted Single-User License you are entitled to Install or Access as part of Your Multi-User Subscription or Single-User Subscription, You and Your Authorized Users may execute the functionality of Batch on up to ten (10) concurrent Computers. For purposes of illustration only:

- 10 Multi-User seats of Maya or 3ds Max = 100 hosted license rights of Batch
- 10 Single-User seats of Maya or 3ds Max = 100 hosted license rights of Batch

These additional execution rights are cumulative, meaning that, if you have 5 Multi-User seats or 5 Single-Users seats under Subscription, you may execute Batch functionality on up to 50 networked Computers concurrently. Customers with a Token Flex license installed may execute Batch on an unlimited number of Computers.

2.3 You agree to activate any available remote tracking mechanism, not disable any such remote tracking mechanism and to retain all records generated by such remote tracking mechanism.

2.4 You must follow the processes and policies (if any) set out from time to time by Autodesk for Installation and Access of Batch on a hosted basis.

2.5 Except as otherwise specifically provided herein, Installation of and Access to Batch shall be subject to the provisions of the Autodesk License and Services Agreement applicable to your Maya or 3ds Max license (as applicable), as modified by this Section 2.

2.6 You are hereby acknowledging and agreeing that Autodesk does not have any obligation to provide Support for Your Installation or Access of Batch on a hosted basis.

2.7 If Your Subscription Agreement expires or otherwise terminates, Your rights under this Section 2 shall terminate, and your rights with respect to Batch shall be determined by the terms of the Autodesk License and Services Agreement governing Installation and Access of such software.

Remote Usage Rights Benefits Terms For Maya Batch

Effective Date: August 1, 2020

The following Benefits Terms shall additionally govern Your Remote Usage Rights Benefits for Maya Batch for Multi-User Subscribers and Single-User Subscribers only.

1. DEFINITIONS

The following terms shall have the meanings set forth below. Capitalized terms used and not otherwise defined in these Benefits Terms shall have the meaning assigned to them in the Autodesk License and Services Agreement for the applicable Covered Software product(s) or Your Subscription Agreement (as applicable).

“Maya Batch”: means any command line or headless (non-UI) operations provided to you as a supplemental functionality installed with your Autodesk® Maya license, which is intended to enable You to perform remote batch processing. For purposes of clarity, the Maya Batch functionality is considered Covered Software as defined in Your Maintenance Plan Agreement or Your Subscription Agreement (as applicable).

“Remote Internal Basis”: means to Install or Access or allow the Installation of or Access to the applicable materials through a computing environment that includes a Computer acting as a file server which allows the Licensed Materials Installed on such Computer to be uploaded and Installed to, and operated, viewed or otherwise Accessed from, other Computers, through any type of connection (including over the Internet or other non-local network), provided that all Computers are located on Customer’s own business premises. For the avoidance of doubt, this definition does not include any public cloud computing environments, or private/hybrid cloud computing environments where the Computers used in such environments are not located on Customer’s own business premises.

2. REMOTE USAGE RIGHTS

2.1 Notwithstanding anything contained in the applicable Autodesk License and Services Agreement governing Installation and Access of the Covered Software by You, including but not limited to Section 2.1.1 (No License Granted; Unauthorized Activities), for the Term of Your Multi-User Subscription or Single-User Subscription, You and Your Authorized Users may Install Maya on a server Computer and Access Maya Batch functionality on additional Computers on a Remote Internal Basis, provided that the following conditions are met:

1. **2.1.1** You may Install Maya on a Computer that is either owned or leased by You, and which is controlled by You either directly or through a direct network connection, and permit Access to Maya Batch functionality from multiple Computers, on a Remote Internal Basis, solely by

Your Personnel, solely for Your Internal Business needs to perform remote batch processing, only so long as the maximum number of concurrent Authorized Users does not exceed the Permitted Number or other limits imposed by the Autodesk License Manager tool (if any);

2. **2.1.2** For each license of Maya you are entitled to Install or Access as part of Your Network License under Multi-User Subscription or Single-User Subscription, You and Your Authorized Users may Access the functionality of Maya Batch on up to ten (10) Computers on a Remote Internal Basis. For purposes of illustration only:
 - 1 seat of Maya = 10x remote usage rights of Maya Batch
 - 10 seats of Maya = 100x remote usage rights of Maya Batch
3. **2.1.3** You agree to activate any available remote tracking mechanism, not disable any such remote tracking mechanism and to retain all records generated by such remote tracking mechanism; and
4. **2.1.4** You must follow the processes and policies (if any) set out from time to time by Autodesk for Installation and Access of Maya Batch on a Remote Internal Basis. 2.2 Except as otherwise specifically provided herein, Installation of and Access to Maya Batch shall be subject to the provisions of the Autodesk License and Services Agreement applicable to your Autodesk Maya license, as modified by this Section 2.

2.3 You are hereby acknowledging and agreeing that Autodesk does not have any obligation to provide Support for Your Installation or Access of Maya Batch on a Remote Internal Basis.

2.4 If Your Maintenance Plan or Subscription (as applicable) expires or otherwise terminates, Your rights under this Section 2 shall terminate, and your rights with respect to Maya Batch shall be determined by the terms of the Autodesk License and Services Agreement governing Installation and Access of such software.

Pype

Effective date: February 7, 2021

Pype, Inc. ("Pype") was acquired by Autodesk on August 14, 2020 and currently operates as a wholly owned subsidiary of Autodesk.

Until the Pype Offerings are fully integrated into the Autodesk Offerings:

- Pype's **Privacy Statement** attached hereto will apply to the Pype Offerings and sets forth how Pype may collect, use, store and process personal information of or relating to You;
- If You suspect unauthorized use of Your Pype account, please contact [**support@pype.io**](mailto:support@pype.io);
- Pype Offerings are accessed as follows:
 - AutoSpecs: [**https://autospecs.pype.io/login**](https://autospecs.pype.io/login)
 - Closeout: [**https://closeout.pype.io/login**](https://closeout.pype.io/login)
 - eBinder: [**https://ebinder.pype.io/EBinder/login**](https://ebinder.pype.io/EBinder/login)
 - SmartPlans: [**https://smartplans.pype.io/login**](https://smartplans.pype.io/login)
- Pype Subscription Support is available at [**support@pype.io**](mailto:support@pype.io);
- if You wish to cancel an automatic renewal of Your Pype subscription(s), please contact Pype at [**support@pype.io**](mailto:support@pype.io) no less than thirty (30) days prior to the expiration of the then-current term of Your subscription.

Account Registration

To access and use a Pype Offering, You must register for an account with that specific Pype Offering, for which You must provide a valid email address and other necessary information.

Your Content

In connection with Your use of the Pype Offerings, You may submit materials and information, including closeout information, bid information, financial information, and project information about You and Your current or potential commercial partners. All information or materials that You create, submit or upload to the Pype Offerings will constitute Your Content under the General Terms.

Analytics

In addition to any rights granted in the General Terms, Pype and Autodesk may also perform certain data analytics or other analysis on Your Content, use the resulting data and insights for our internal purposes, and disclose insights derived from Your Content on an aggregate and anonymous basis to third parties or publicly.

Autodesk Build

Effective date: February 9, 2021

Device Limits

You may install and use the mobile applications for Your Autodesk Build Offering on up to three (3) mobile devices owned or controlled by You.

Third Party Service Authorization

If Your subscription to an Autodesk Build Offering is purchased by a third party (for example Your employer or another third party who desires to make such Autodesk Build Offering available to You via a service authorization), such third party is the owner and controller of the account. Such third party (i) may terminate the account or your access to the account at any time and for any or no reason, and (ii) will retain control of the customer content associated with such account.

Use of De-Identified Data

With respect to ideas, concepts, know-how, or techniques contained in Your communications with Autodesk, and with respect to usage data and other information in Your account, You agree that Autodesk may use all such information on a worldwide, irrevocable, perpetual, royalty-free basis, for purposes of developing and improving our Offerings, provided that such information has been processed in such a way that the data subject is not identifiable and that the information has been aggregated or made generic so that it is not attributable to any specific data subject.

TradeTapp

Effective Date: May 5, 2021

TradeTapp, Inc. ("TradeTapp") was acquired by Autodesk on January 23, 2019 and currently operates as a wholly owned subsidiary of Autodesk.

Until the TradeTapp Offerings are fully integrated into the Autodesk Offerings:

- TradeTapp’s privacy statement attached hereto will apply to the TradeTapp Offering and sets forth how TradeTapp may collect, use, store and process personal information of or relating to You; it is available at https://s3.amazonaws.com/www.tradetapp.com/pdf/tradetapp_privacypolicy.pdf;
- if You suspect unauthorized use of Your TradeTapp account, please contact support@tradetapp.com ;
- TradeTapp Offerings are accessed at <https://app.tradetapp.com/#/users/login> ;
- TradeTapp Subscription Support is available at support@tradetapp.com;

if You wish to cancel an automatic renewal of Your TradeTapp subscription(s), please contact TradeTapp at support@tradetapp.com no less than thirty (30) days prior to the expiration of the then-current term of Your subscription. **Third Party Materials/Services**

Other users of these Offerings may submit similar materials and information to Autodesk, including information about You, and whenever these materials and information are shared with You via the Offerings, they will constitute Third-Party Materials/Services under the General Terms.

Data Analytics

TradeTapp may perform certain data analytics or other analysis on Your Content and may disclose such data analytics or analysis on an aggregate and anonymous basis to third parties or publicly, provided that TradeTapp will not disclose specifics about Your Content except to you as part of the Offerings or upon your consent.

Privacy

You acknowledge that by transmitting Your Content to the TradeTapp Offerings, you intend for certain of Your Content that includes personal data, such as profiles that you create, for yourself, your business, or for a third party (e.g., a current or potential business partner), to be shared with and disclosed to other registered users of the TradeTapp Offerings. For details, see TradeTapp’s Privacy Statement found here and attached hereto:

https://s3.amazonaws.com/www.tradetapp.com/pdf/tradetapp_privacypolicy.pdf.

Spacemaker

Effective date: May 14, 2021

Spacemaker AS (“Spacemaker”) was acquired by Autodesk on November 23, 2020 and currently operates as a wholly owned subsidiary of Autodesk.

Until the Spacemaker Offerings are fully integrated into the Autodesk Offerings:

- Spacemaker’s **Privacy Statement attached hereto** will apply to the Spacemaker Offerings and sets forth how Spacemaker may collect, use, store and process personal data of or relating to You;
- if You suspect unauthorized use of Your Spacemaker account, please contact support@spacemaker.ai;
- Spacemaker Offerings are accessed at <http://app.spacemaker.ai/projects>; and
- Spacemaker Subscription Support is available at support@spacemaker.ai.

Account Registration

To access and use a Spacemaker Offering, You must register for an account with that specific Spacemaker Offering, for which You must provide a valid email address and other necessary information.

Analytics

In addition to any rights granted in the General Terms, Spacemaker and Autodesk may perform certain data analytics or other analysis on Your Content, use the resulting data and insights for our internal purposes, and disclose insights derived from Your Content on an aggregate and anonymous basis to third parties or publicly.

Effective Date: May 18, 2018 (updated March 23, 2021)

Subscription benefits

Capitalized terms not otherwise defined below will have the meaning assigned to them in the **General Terms**. Subscription benefits may vary depending on the Offering. The subscription benefits set forth here may be updated from time to time. Notice of updates will be posted on the "Effective Date/Updated" link at the top of this page.

Standard Subscription Support Benefits

Autodesk will provide support for Your subscriptions to Your Support Users as provided in these terms. Support will be provided in English, though other languages may be available on request. A "Support User" is an Authorized User who is designated by You to submit support requests and receive technical support for Your subscriptions.

Support requests are prioritized by severity level as reasonably determined by Autodesk. Autodesk is not obligated to provide technical support for previous versions of Software or Web Services, for incidents caused by computer hardware not supplied by Autodesk, third party software not supplied or specified by Autodesk, inadequate training of Your Authorized Users on use of the Software or Web Services, or use of Software or Web Services in a manner inconsistent with the Terms. In addition, You agree that Your Support Users will submit support requests only as provided in these terms or as otherwise directed by Autodesk in writing (e.g. via Your Autodesk Account); provide Autodesk with any information reasonably requested by Autodesk to provide support; follow all instructions and perform any preliminary troubleshooting or problem analysis procedures made available by Autodesk; and implement any fixes, corrections or workarounds recommended by Autodesk. Autodesk may engage third parties to assist in the delivery of technical support under the direction of Autodesk.

Web/Email

Web support will be provided to You via Your Support Users, as applicable, during the available support hours set forth in the table below, except that web support may be temporarily unavailable during scheduled system maintenance. Autodesk's web support-related communications will generally be posted to Autodesk Account, and Your Support User will be notified of the posting of the information by email. Your Support User may also be contacted by email or telephone for specific incidents in Autodesk's discretion.

Autodesk will use commercially reasonable efforts to respond to Your web support requests within one (1) business day during the applicable support workweek for each Autodesk business region as shown below.

	Asia-Pacific Region	Americas Region	EMEA Region
Applicable Support Workweek*	Monday through Friday SGT (UTC+8), excluding regional holidays	Monday through Friday, EST/EDT (UTC -5/UTC -4), excluding regional holidays	Monday through Friday, CET/CEST (UTC +1/UTC +2), excluding regional holidays

* For certain Software or Web Services, the applicable local support hours may be those for a single region or single country within a given region, irrespective of where Your support request originates geographically.

Other Modes

Autodesk may offer additional modes of support from time to time. Examples may include online chat, request a callback, support for Software and Web Services APIs provided via Autodesk Developer Network, remote desktop troubleshooting or access to curated technical support resources, including articles, videos and similar content. Modes of support may differ depending on Your Offering. Additional terms may apply to these modes of support, including but not limited to conditions relating to technical requirements. Not all modes of support will be available in every region or every language.

Global Travel Rights

Benefits

During the Term of Your single-user or multi-user subscription (as applicable), provided that You purchased such Subscription in Your Home Country, and subject to the other conditions shown in the Conditions section, below, You and Your Authorized Users may install and access the Software, Web Services or both, covered by Your Subscription together with any eligible previous versions to which You may have access pursuant to Your Previous Version Benefits and related materials (which may include ancillary products or services) outside the Territory. “Home Country” means the country in which You reside if You are an individual or the country in which You are incorporated, chartered or otherwise organized if You are a legal entity. Subscription Support for Software, Web Services or both, while outside of the Territory is available according to the support hours for the country and region in which You are traveling rather than those applicable in Your Home Country.

Conditions

For multi-user subscriptions, installation of and access to the Software and related materials outside of the Territory may only be on a portable computer or other mobile device that travels with You or Your employees. Such Software may not be copied or transferred to any other computer or other mobile device or accessed by anyone other than You or Your employees while outside the Territory. Please note that Authorized Users other than You or Your employees are not eligible for Global Travel Rights.

Home Use Rights (For Multi-User Subscription Only)

Benefits

Subject to satisfying the conditions listed in the Conditions section, below, if You have a multi user subscription, You or Your employees may, subject to the Terms, install and access a second copy of the Software, including any previous versions You may be entitled to use in connection with the previous version subscription benefit, and any related materials on a computer located in the Territory but away from Your business site to be used solely for Your own internal business needs, which may also include employee training on use of the Software, (such second copy, “Home Use Software”). Note that if You have a single-user Subscription, You do not need Home Use Rights because single-user Subscription permits installation of the Software on up to three electronic devices per Authorized User, and it does not require that the electronic devices be owned or controlled by You.

Conditions

Use of Home Use Benefits is subject to these conditions:

- The number of additional Home Use Software copies that You or Your employees install may not exceed the number of seats of multi-user Subscription You have;
- You must follow the processes and policies set out from time to time by Autodesk for requesting and using Home Use Software;

- You or Your employees may not access both multi-user Subscription seats and corresponding Home Use Software copies at the same time (e.g., when You or Your Authorized User has a multi-user Subscription seat checked out, and Home Use Software copy associated with that seat must be inactive, and vice versa);
- Your right to use a Home Use Software copy starts when Autodesk issues you a Home Use authorization code and ends on the earlier of termination or expiration of your multi-user subscription or 13 months from the date of issuance of the authorization code;
- Home Use Software copies may not be upgraded to newer Software versions, and in the event of loss, will not be replaced or reissued;
- Support benefits do not apply to Home Use Software copies; and
- If an employee in possession of a Home Use Software copy leaves Your employment, You are responsible for ending that former employee's access to any Home Use Software copies, including any copies in that employee's possession.

If You acquire a Switched Subscription, You or Your employees may continue to use Home Use Software copies authorized and activated prior to the switch if the same Software is included in the Switched Subscription. If the same Software is not included in the Switched Subscription, You and Your employees must cease using the Home Use Software copies upon switching.

Previous Version Rights

Benefits

The Previous Version Right creates an exception to the general rule contained in the Terms requiring You to uninstall Software previous versions when You install a new version upgrade to that Software. Single-user subscribers are permitted to install and non-concurrently access eligible previous versions of the Software. Authorized Users of multi-user subscribers are permitted to concurrently install and access the current version and eligible previous versions of the Software so long as such use in the aggregate does not exceed the total number of copies of the Software permitted by Your multi-user subscription. In each case, Your use of previous versions of the Software is subject to the same scope of use and other restrictions as the current version of the Software (e.g., license type, license version, license quantity, etc.).

Limitations

Autodesk is not obligated to provide technical support for previous versions. Autodesk is not obligated to provide You with electronic or physical media for any previous version, nor is it obligated to provide You with new authorization codes or activations for any previous versions. Installation of and access to any previous version is subject to the terms and conditions that apply to such previous version. If Autodesk provides You with ancillary products that enhance or supplement the previous version, installation and access to such ancillary products is subject to the terms and conditions that accompany such ancillary products. Subject to such accompanying terms and conditions, the terms and conditions that apply to the previous version of Software that the ancillary product is intended to enhance or supplement will also apply. You must follow the processes and policies (if any) set out from time to time by Autodesk to request and obtain previous versions. If Your subscription expires or otherwise terminates, Your rights to use all Software previous versions covered by that subscription terminate, and You must immediately uninstall and stop accessing such previous versions.

Which previous versions are eligible?

The previous versions listed for the Software on the [**Subscription Previous Version Eligible Product List**](#) are eligible for Previous Version Rights.

Generally, but not always, previous versions would be the three prior versions. Typically, when a new version of Software is released, the Subscription Previous Version Eligible Product List is updated and three things happen: (1) the new version becomes the current version, (2) the former current version becomes the most recent previous version and (3) the former oldest previous version falls off the list.

You may use any previous versions on the Subscription Previous Version Eligible Product List plus any previous version Software that You received from Autodesk and still have in Your possession (either in the form of a media kit for that version or a downloaded copy of that version) that was either the current version or a listed previous version when You received it but was subsequently retired from the list by a subsequent new version release.

If You purchase a Switched Subscription, and the Software from Your original subscription is also included in Your Switched Subscription, You may continue to use the current version and any previous versions You were eligible to use prior to switching of the original subscription Software, as previous versions to the Software are included with Your new Switched Subscription. If, however, the Software included in Your original subscription is not also included in Your new Switched Subscription, You may not continue to use the current or any previous versions of the original subscription Software and instead must uninstall and destroy all versions of the original subscription Software within 60 days after You install Your new Switched Subscription Software. Autodesk may require You to provide proof that any original subscription Software required to be uninstalled and destroyed under this section has been uninstalled and destroyed and/or conduct an audit as provided in the [Terms](#).

Previous version examples

To help illustrate these concepts, Autodesk offers the following examples.

Single-user Subscription Example

You purchase two single-user subscriptions to AutoCAD 2013. At the time of purchase, AutoCAD 2012, 2011 and 2010 are listed as eligible previous versions. The Authorized User of one of the two AutoCAD 2013 subscriptions downloads and installs previous versions for 2012, 2011 and 2010 on her machine, and she also installs each new version upgrade as it becomes available. The Authorized User of the other AutoCAD 2013 subscription downloads no previous versions but does install each new version upgrade as it becomes available (e.g., AutoCAD 2014, 2015, etc.). Both subscriptions are renewed annually. Your business needs grow and You purchase a third single-user subscription to AutoCAD 2018. At the time of the new purchase, AutoCAD 2017, 2016 and 2015 are listed as eligible previous versions.

At this time, here are Your Previous Version Rights for the three subscriptions:

AutoCAD subscription #1: The Authorized User may use the current version, AutoCAD 2018, plus she may download and install the currently listed previous versions, AutoCAD 2017, 2016 and 2015, plus she may continue to use each of the earlier versions she installed on her machine, including the previous versions that were on the list when AutoCAD 2013 was the current version (i.e., AutoCAD 2014, 2013, 2012, 2011 and 2010). Note that the current and each of the previous versions may be concurrently installed, but the Authorized User may use only one version at a time; different versions may not be in active use simultaneously.

AutoCAD subscription #2: Similar to the above example, except that because the Authorized User never downloaded and installed the listed previous versions available when the subscription first commenced, and only ever installed each new version upgrade as it became available, this

Authorized User may use the current version, AutoCAD 2018, plus each earlier version she installed, whether as the initial subscription or as a new version upgrade (i.e., AutoCAD 2017, 2016, 2015, 2014 and 2013).

AutoCAD subscription #3: Because this is a new subscription, the only previous versions the Authorized User is permitted to download and install are those on the current Subscription Previous Version Eligible Product List (i.e., AutoCAD 2017, 2016 and 2015).

Multi-user Subscription Example

At this time, here are Your Previous Version Rights for the five-seat, multi-user subscription:

Accessible versions include the current version, AutoCAD 2018; each listed previous version, AutoCAD 2017, 2016 and 2015; plus earlier previous versions no longer on the list but downloaded and installed by Your contract manager when those versions were on the list, AutoCAD 2014, 2013 and 2012. At any time, You may have five copies of the software, in any combination of versions, in active use at a single point in time. This could be one Authorized User concurrently using AutoCAD 2018, 2017, 2015, 2014 and 2013. This could be five different Authorized Users simultaneously using a single copy of any of the eligible versions (e.g., three using one copy of AutoCAD 2018 each and two using one copy of AutoCAD 2015 each).

Virtualization Benefits For Single User Subscription

Virtualization Benefits

Notwithstanding anything to the contrary contained in Section 15.3 (Acceptable use of offerings) of these terms, if You are a Single User subscriber (or have purchased Single User subscriptions for your users), You may access and use Offerings on or through the internet or through a wide-area network (WAN) or other non-local network or on or through any virtual private network (VPN), whether using application virtualization technology or remoting virtualization technology, or otherwise, subject to all conditions and limitations contained in these Single User Subscription Virtualization Benefits Terms (the "Virtualization Benefits").

Limitations

- Not Applicable to Web Services. The Virtualization Benefit excludes Web Services Subscriptions and web services benefits that are included with Software Subscriptions.
- Not Applicable to Specified Software. Not all Autodesk Software is eligible for Virtualization Benefits. Virtualization Benefits do not apply to Software listed on the Virtualization Excluded Software List. You can find that list here: <http://www.autodesk.com/virtualization-exclusions>

Autodesk will periodically update the Virtualization Excluded Software List to add and remove Software from the list. All additions to the list are applicable prospectively. All removals from the list are retroactive.

Example 1: You acquire six Single User subscriptions for particular Software and at that time the Software is not listed on the exclusion list. Later Autodesk adds that Software to the exclusion list. You may use the Virtualization Benefits with each entitlement for that Software that You purchased prior to the Software being added to the list, but You may not apply Virtualization Benefits to any subsequently purchased subscriptions for that Software after the Software has been added to the list.

Example 2: You acquire six Single User subscriptions for particular Software and at that time the Software is listed on the exclusion list. Later Autodesk removes that Software from the exclusion list.

Subsequent to the date of removal, You may apply the Virtualization Benefits to any or all of Your six subscriptions for that Software.

Conditions on Support for Virtualized Software

For Software that You virtualize under the Virtualization Benefit, Autodesk will support such Software pursuant to the Subscription Support Benefit terms provided under these Terms, except that Autodesk is **not** obligated to provide support services for support requests where the reported incident cannot be reproduced by Autodesk on a physical machine, outside of any virtualization environment. Autodesk has no obligation to provide support for incidents to the extent caused by or related to any third-party virtualization software or Your virtualization environment, including, without limitation, no obligation to assist with compatibility or interoperability issues related to use of any Autodesk Software with any third-party virtualization software or with Your virtualization environment.

“Certification” Disclaimer; Assumption of Risk

Autodesk may publish from time to time on its Software product home pages, Autodesk Knowledge Network and similar Autodesk web properties, or in product related documentation or in other contexts, information regarding use of Software in virtualized environments (collectively, “Certification Information”). Such Certification Statements are provided merely as a convenience to You for informational purposes and reflect only such limited testing as Autodesk has performed with respect to specific versions of specific Software used with specific third-party virtualization technologies and/or specific virtualization environments. Certification Information is provided on an “as is” basis and may contain errors, inaccuracies, incomplete information and other misstatements. If You intend to use the Virtualization Benefits, You should perform Your own independent compatibility assessment before doing so.

By using the Virtualization Benefits, You acknowledge that such Certification Information does not constitute any form of promise or commitment of any particular level of compatibility between any Autodesk Software and any third-party virtualization technology. If You use the Virtualization Benefits, You assume all risks associated with such use, including, but not limited to incompatibility between Software and third-party virtualization technology and/or Your virtualization environment.

Premium Subscription Benefits

Capitalized terms that are used in but are not defined in these Premium Subscription Benefits terms shall have the meaning provided in the Autodesk Terms of Use, which are found here:

<https://www.autodesk.com/company/terms-of-use/en/general-terms>

If You purchase Premium Subscription, You will receive the following Benefits either in addition to or in place of, as indicated, the standard Subscription Benefits set forth above.

Premium Subscription Definitions

The following defined terms apply to Premium Subscription Benefits.

“Administrator” means personnel who You authorize to use Autodesk User Management capabilities to designate Teams and manage access to Subscriptions and related Benefits by Your Authorized Users assigned to such Teams. There are different types of Administrators that You can designate including Primary Administrators, Secondary Administrators and SSO Administrators. Administrators may sometimes be referred to as “Admins”. An Administrator may be Your employee or contractor or an employee or contractor of one of Your Affiliates as that term is defined in the Centralized Purchasing section below.

“Named User” means an Authorized User for single-user subscription. Single-user subscription may also be referred to as “named user” or “individual” subscription.

“Plan” means some combination of single-user subscription, other Offerings, Benefits and purchasing model. Autodesk marketing materials may, from time to time, refer to Plans, including Plans that include Premium Subscription Benefits.

“Single-user subscription” is described in the Subscription Types tab of the Terms of Use, which is located here:

<https://www.autodesk.com/company/terms-of-use/en/subscription-types>

In the Premium Subscription context, a single-user subscription for which You have not yet purchased a Premium Subscription but are required to purchase a Premium Subscription under these Premium Subscription Benefits terms (see the All In Requirement and True-up sections below), is called an “Unpaid Premium Subscription”.

“Team” means an Autodesk User Management defined team consisting of a group of single-user subscription Authorized Users managed by a given Primary Administrator.

“Premium Subscription” means an upgrade to a standard single-user subscription that adds Premium Subscription Benefits.

“Multi-Year Premium Subscription” means a Premium Subscription with a term greater than one year.

Premium Support and Related Customer Success Benefits

Live Support. As a Benefit of Premium Subscription, in addition to the support modes made available as part of the standard Subscription Benefits and Web/Email Support described above, Your Premium Authorized Users or Administrators, as applicable, may access additional “Live Support” modalities as described below for most Offerings:

- **24x5 Chat.** Your Premium Authorized Users and Your Administrators may submit support requests to Autodesk support agents via web chat, 24 hours per day, 5 days per week, during the requesting party’s applicable Support Workweek. Chat support will be provided in English, though subject to availability Chat may be provided in other languages on request, in Autodesk’s discretion. While initiation of 24x5 Chat sessions will generally be prompt, delays are possible at times of especially high support request volumes.
- **24x7 Request a Call-back.** Your Administrators may at any time request a telephone call-back from an Autodesk support agent to discuss support requests on behalf of Premium Authorized Users. Call-back support will be provided in English, though subject to availability, call-back support may be provided in other languages on request, in Autodesk’s discretion. While call-back from time of request will generally be prompt, delays are possible at times of especially high support request volumes.

Premium Web/Email Support. These terms replace the **Web/Email Support** terms applicable to standard Subscription:

Web support will be provided to You via Your Premium Authorized Users, during the available support hours set forth in the applicable Support Workweek below, except that web support may be temporarily unavailable during scheduled system maintenance. Autodesk’s web support-related

communications will generally be posted to Autodesk Account, and Your Premium Authorized Users will be notified of the posting of the information by email. Your Premium Authorized Users may also be contacted by email or telephone for specific incidents, in Autodesk's discretion.

Autodesk will use commercially reasonable efforts to respond to Your web support requests during the applicable regional Support Workweek within eight (8) hours irrespective of Severity Level.

Support Workweek. The applicable support workweek for each Autodesk business region is shown below.

- Asia-Pacific Region - Monday through Friday SGT (UTC+8), excluding regional holidays
- Americas Region - Monday through Friday, EST/EDT (UTC -5/UTC -4), excluding regional holidays
- EMEA Region - Monday through Friday, CET/CEST (UTC +1/UTC +2), excluding regional holidays

*For certain Software or Web Services, the applicable local support hours may be those for a single region or single country within a given region, irrespective of where Your support request originates geographically.

Previous Version Support. Notwithstanding anything to the contrary contained in the Previous Version Rights section in the standard Subscription Benefits above, for Your Premium Subscriptions, Autodesk will provide technical support not only for the current version, but also for all Previous Versions shown on the Subscription Previous Version Eligible Product List:

<https://knowledge.autodesk.com/customer-service/account-management/users-software/previous-versions/eligible-previous-version-subscription>

Customer Success Materials.

Autodesk will provide You with access to materials created to assist with Your onboarding and use of Premium Subscription Benefits ("Success Materials"). These materials may include onboarding documentation, tools and other similar aids. Your Success Materials may also include links to curated content known as "Accelerators" which are designed to help onboarding or provide best practice guidance on Your applicable Autodesk subscriptions. Accelerators and other Success Materials are available to You during the Premium Subscription term and subject to change without notice.

Your use of the Success Materials can assist You with the development of a documented set of activities using the Premium Subscription Benefits in furtherance Your desired business outcomes. You are responsible for requesting access and the independent evaluation and use of Success Materials. Autodesk shall have no liability for any actions taken or results obtained by You through use of Your Success Materials.

All Success Materials are the Confidential Information of Autodesk, and Autodesk reserves all intellectual property rights in and to such Success Materials worldwide. You may not copy, modify, disclose, or distribute Success Materials for any reason without the express written license of Autodesk.

Single Sign-On

Single Sign-On (“SSO”) enables federated access to Your Premium Subscriptions and related Benefits by Premium Authorized Users. Autodesk will provide onboarding materials and instructions to enable You to register and configure SSO for Your domain. Once Your domain is registered with Autodesk and You have configured SSO, when Your Authorized Users sign-in to any Autodesk Offering using Autodesk’s sign-in process, they will be directed to Your entity sign-in process where they will enter their entity credentials (e.g., their user log-on information for Your enterprise). Following delivery of the SSO onboarding materials by Autodesk, You are responsible for implementing SSO for Premium Authorized Users in Your organization.

Product Usage Reporting with User Details

To help improve Premium Authorized User task efficiency, increase productivity, support product and feature adoption and predict and manage Your future purchasing needs, Your Administrators may enable Product Usage Reporting with User Details. Product Usage Reporting with User Details allows Your Administrators to generate reports showing Premium Subscription usage by Premium Authorized User, by Premium Subscription, on a per day basis. If you elect to enable Product Usage Reporting with User Details, Your use of this Benefit is subject to the conditions below.

Your access to and use of Product Usage Reporting with User Details is conditioned on all the following:

- **Data Collection and Use.** You understand that Autodesk has the capability to monitor use of Premium Subscriptions by collecting Premium Authorized User usage data on an ongoing basis during the Premium Subscription term. When Your Administrator enables Product Usage Reporting with User Details and requests a report, Autodesk will process this data, for generating the reports described in this Product Usage Reporting with User Details section, maintaining, improving and/or delivering the Premium Subscription Offering and related Benefits, and assisting You or Your reseller with sizing and quoting renewals and True Up, as further described below in “Coverage Requirements and True Up”. Collectively, the foregoing is referred to as the “Data Collection and Use Purposes”.
- **Consents and Permissions.** You further acknowledge and agree that You are responsible for compliance with all requirements under the applicable privacy, data protection and employment laws related to such collection and use of personal data of Your Authorized Users, whether employees, independent contractors, or otherwise, including any applicable requirements related to notice, consent, transfer (including cross-border transfer), disclosure and use, and in particular in connection with the collection and use of data described above. Without limiting the foregoing, You are specifically responsible for notifying Premium Authorized Users of and/or obtaining their valid consent to collection and use of personal data for the Data Collection and Use Purposes where required.
- **Indemnification.** You will defend, indemnify, and hold Autodesk and its affiliates, successors, directors, officers, employees and agents (“Indemnified Parties”) harmless from and against any claims brought against any Indemnified Parties which allege that or arise out of any failure to meet the requirements under the applicable privacy, data protection and employment laws related to the personal data of Authorized Users whose product usage and other data is collected and used for the Data Collection and Use Purposes. If you are an instrumentality of the United States Government, You are not required to indemnify Autodesk except as expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.
- **Indemnification Procedure.** Autodesk will provide You with reasonably prompt notice in writing of any such claims and grant You sole control of the defense and settlement of such claims.

- **Separate Counsel.** All Indemnified Parties will have the right to employ separate counsel and participate in the defense of any such claim at their own expense. An Indemnified Party shall make no admission of liability or enter into any agreement on behalf of Autodesk in connection with its defense of an indemnified claim without Autodesk’s written approval.

Autodesk also may share insights and recommendations based on the usage data with Your Administrators for independent assessment and evaluation by You.

Centralized Purchasing

Assigning Premium to Affiliates. You may assign Your Premium Subscriptions together with or separately from an underlying standard single-user subscription, not only to Your own Authorized Users but also to the Authorized Users of Your Affiliates, defined below, whether located in or outside of Your Territory, for use for the Affiliates’ benefit. Under Section 11.1 of the Terms of Use You are responsible for timely payment of any applicable taxes, fees or charges due in connection with Your use of the Centralized Purchasing Benefit, including Your internal assignment of Premium Subscriptions

Definition of Affiliate. An “Affiliate” is a business entity in which You own at least 50% of the outstanding voting shares or securities, or in jurisdictions in which 50% ownership is prohibited, You nonetheless have effective ownership to be demonstrated by You to Autodesk’s satisfaction.

Coverage Requirements and True Up

“All In” Requirement. If any standard single-user subscription assigned to an Authorized User on a Team managed by a given Primary Administrator is upgraded with a Premium Subscription, all other standard single-user subscriptions assigned to that Authorized User and to any other Authorized Users on that Team and on any other Teams managed by that same Primary Administrator, must be upgraded to Premium Subscriptions as part of an initial purchase, a Renewal True Up, or Anniversary True Up event. Autodesk reserves the right to immediately disable or suspend Your access to and use for Your non-compliance with the “All-In” requirement.

Renewal True Up (Annual and Multi-Year). To ensure compliance with the All In Requirement, and in accordance with Section 21.5 of the Terms of Use, as supplemented by this section, Autodesk monitors and examines Your Subscription deployment and Administrator and Team subscription allocation data on an ongoing basis. As the renewal date for Your Premium Subscriptions approaches, whether for annual or multi-year Premium Subscriptions, Autodesk or Your reseller, as applicable, will provide You with a quote and/or other documentation (a “True Up Notification”) reflecting the number of underlying single-user subscriptions falling within the All In Requirement at that point in time, including both single-user subscriptions that You previously purchased, either initially in the case of a one-year Premium Subscriptions or initially and in connection with each Anniversary True Up prior to the renewal date in the case of Multi-Year Premium Subscriptions, plus any Unpaid Premium Subscriptions as defined in the Premium Subscription Definitions section above, as identified in the True Up Notification. On or before Your renewal date, You must either (i) purchase the number of Premium Subscriptions reflected in the True Up Notification or (ii) re-assign Authorized Users and/or single-user subscriptions to a different Primary Administrator that does not manage Authorized Users or Teams with any Premium Subscriptions so that Your renewal satisfies the All In Requirement. All True Ups, whether Renewal True Ups described in this section or Anniversary True Ups described in the Anniversary True Up section below, shall be prospective only – You will not be charged for any Premium Subscription Benefits used by any Authorized User assigned one or more Unpaid Premium Subscriptions prior to the True Up and subsequent Premium Subscription purchase.

Anniversary True Up (Multi-Year Only). In addition to the Renewal True Up described in the preceding section, for Multi-Year Premium Subscriptions, additional True Ups (each an “Anniversary True Up”) will occur on each intermediate anniversary date during the multi-year Premium Subscription term. As each Anniversary True Up date approaches, Autodesk or Your reseller, as applicable, will provide You with a True Up Notification reflecting any active Unpaid Premium Subscriptions at that time. At each Anniversary True Up date, You may not “True Down” (i.e., the cumulative total of Premium Subscriptions purchased prior to the Anniversary True Up may not be reduced). For continued use of Your Unpaid Premium Subscriptions, a purchase order, or other binding purchase commitment documentation, is required and the Fees due for such Unpaid Premium Subscriptions will be pro-rated and effective from the anniversary true-up date through the end of Your Multi-Year Premium Subscription term. If You do not pay for the number of Unpaid Premium Subscriptions specified in the Anniversary True Up Notification, Your authorized total number of Premium Subscriptions will be limited to the number of Premium Subscriptions You purchased prior to the Anniversary True Up together with any Unpaid Premium Subscriptions shown in the True Up Notification that You do purchase, if any. In addition, Section 2 of the Terms of Use, Right of Return for Refund, shall not apply to Unpaid Premium Subscription purchases in connection with any Anniversary True Up.

Certain Subscriptions Excluded from the All In Requirement. Single-user subscriptions for certain Software or Web Services products are not eligible to receive Premium Subscription Benefits. Such single-user subscriptions are referred to as “Excluded Single-User Subscriptions”.

Additional Requirement. Premium Subscription Benefits cannot be accessed or used unless the Authorized User to whom a Premium Subscription has been assigned also has an active, unexpired single-user subscription. You are therefore required at all times during the term of any Premium Subscriptions to have at least one (1) unexpired standard single-user subscription assigned to an Authorized User on a Team managed by each Primary Administrator who administers and manages any Premium Subscriptions. In no case will You be entitled to receive a refund for any amounts paid for any Premium Subscription on account of the lapse of any standard single-user subscriptions.

Effective Date: These Terms apply as of February 25, 2021.

Subscription Types

Capitalized terms not otherwise defined below will have the meaning assigned to them in the General Terms. Autodesk retains the sole right to determine Your eligibility for any of the subscription types described below. The subscription types may be updated from time to time. Notice of updates will be posted on the "Effective Date/Updated" link at the top of this page.

Single-User

If Your subscription is described as "single-user," "individual" or "named user," then You may only assign such subscription to one (1) of Your Authorized Users. The Authorized User must (i) be identified by a unique user identification ("Autodesk ID") and (ii) be an individual. The Authorized User must log in using his or her Autodesk ID to install and/or access each Offering, and no one else may access and/or use such Offerings using the same Autodesk ID.

Your Authorized User may install Software on up to three (3) Electronic Devices; however, Your Authorized User may only use the Software on one (1) Electronic Device at a time.

Likewise, for a Collection, Your Authorized User may install the Software titles in a Collection collectively on up to three (3) Electronic Devices. Your Authorized User may simultaneously use any Software titles in the Collection, provided that any such use is only on one (1) Electronic Device at a time.

You may administratively reassign Your single-user subscription from one individual Authorized User to another individual Authorized User if You follow and complete Autodesk's policy and process for reassignment. This includes, but is not limited to, ensuring that each individual Authorized User has a unique Autodesk ID, and that the single-user subscription is assigned to the Autodesk ID for the individual Authorized User who is actually accessing and using the subscription.

If Your Offering is described as "Education single-user," then the terms applicable to Your **Education** Offering can be found under the Education subscription type below.

Multi-User

If Your subscription is described as "multi-user," then You may (i) install the license server component of the Software to which You have subscribed on an Electronic Device within Your local area network acting as a file server; (ii) install copies of the corresponding Software on Electronic Devices used by Your Authorized Users; and (ii) permit Your Authorized Users to access the Offerings through multiple Electronic Devices through Your local area network or a virtual private network (VPN), provided that, in any case, Your network uses current industry standard security, encryption and protection mechanisms to prevent unauthorized use.

For the purposes of a multi-user subscription, Your Authorized Users are limited to (a) Your individual employees and (b) Your consultants and contractors only to the extent they work on Your premises and on computers and other Electronic Devices owned or leased by You. Your Authorized Users may access and/or use the Offerings solely for Your internal business needs. The number of concurrent Authorized Users may not exceed the maximum number of Authorized Users specified in Your subscription documentation (or other technical limit or subscription limit imposed by Your subscription Offering).

Trial Version

If Your subscription is a Trial Version (including those labeled “not for resale,” “free,” “evaluation,” “trial,” “pre-release,” “beta” or another similar designation), You may use Your Trial Version as set forth in the “Trial Versions” section of the General Terms (Section 12).

Education

Education User

You must be a Student, Faculty, Qualified Educational Institution or Other Authorized Education User (each an “Education User”) to access or use an Education Offering, including any Software licensed under an **Education License Type** or other Education subscription.

“Faculty” means an individual person who is an employee or independent contractor working for a Qualified Educational Institution.

“Qualified Educational Institution” means an educational institution that has been accredited by an authorized governmental agency within its applicable local, state, provincial, federal or national government and has the primary purpose of teaching its enrolled students.

“Student” means an individual person enrolled as a student at a Qualified Educational Institution, who meets the minimum age requirements set by Autodesk to access an Offering.

“Other Authorized Education User” means a user described in the **Education Terms** or as otherwise authorized in writing by Autodesk.

Education Users may only use Education Offerings for the following “Educational Purposes”: (1) if You are a Qualified Educational Institution, Faculty or Other Authorized Education User, You may access and/or use the Offering solely for purposes directly related to learning, teaching, training, or research and development as part of the instructional functions performed by a Qualified Educational Institution or an Other Authorized Education User and (2) if You are a Student or an individual Other Authorized Education User, You may access and/or use the Offering solely for purposes directly related to learning, training or research. You may not access or use the Offering for commercial, professional, facilities or other for-profit purposes. You may be required to show proof of eligibility if requested by Autodesk.

For further information about Qualified Educational Institutions, please see **Education Terms**.

You may install copies of the Software You have licensed or subscribed to solely on Electronic Devices owned or controlled by You. Only current Students and Faculty of a Qualified Educational Institution may access and/or use Offerings licensed or subscribed to by a Qualified Educational Institution. Students and Faculty may be required to use their own individual Autodesk ID to access and/or use certain Offerings.

Autodesk may require you to verify your eligibility to use Education Offerings as a condition to access or continued access to any Education Offering. Your entitlement to use the eligible Education Offerings, commences when we grant You access and ends upon the earlier of (i) the expiration of the term Autodesk specifies for the Education Offering or, if no term is specified, one (1) year thereafter, (ii) the date You no longer qualify to use Education Offerings, (iii) the date Autodesk discontinues the Education Offering, or (iv) upon notice from Autodesk that it is ending Your Education Offering access.

Output and other data created with Education Offerings may contain certain notices and limitations that make the Output and other data usable only in certain circumstances (e.g., only in the education field). In addition, if You combine or link work product or other data created with such Education Offering with work product or other data otherwise created, then such other work product or data may also be affected by these notices and limitations. Autodesk will have no responsibility or liability whatsoever if You or any other person combine or link work product or other data created with such

Education Offerings with work product or other data otherwise created. In addition, You will not remove, alter or obscure any such notices or limitations.

Education Single-User

If Your Education Offering is described as “Education single-user,” then You are the Authorized User and you may not assign your subscription to any other person. You must log in using your Autodesk ID to install and/or access each Education Offering, and no one else may access and/or use such Education Offerings using the same Autodesk ID.

You may install Software on up to three (3) Electronic Devices; however, You may only use the Software on one (1) Electronic Device at a time.

Likewise, for a Collection, You may install the Software titles in a Collection collectively on up to three (3) Electronic Devices. You may simultaneously use any Software titles in the Collection, provided that any such use is only on one (1) Electronic Device at a time.

Education License Types

For Education License Types, please see the [Education Terms](#).

Startup

<https://www.autodesk.com/campaigns/fusion-360/startups>

Cloud Credits

Cloud Credits are a unit of measure across certain Autodesk consumption-based Web Services. Cloud Credits are required to perform certain tasks, such as creating a rendering or running a simulation.

You may be granted Cloud Credits in various forms, which vary by product, type and level of service or subscription. Cloud Credits are also available for purchase. Cloud Credits have different attributes depending on the type of Cloud Credit allocated or purchased. Those attributes are set out in more detail on the [Cloud Credit Schedule and Terms](#).

Usage rates of Cloud Credits are determined by Autodesk and vary by service. Cloud credit usage may vary based on such elements as quality and size. Autodesk may change usage rates for Cloud Credits and product allocations from time to time. Cloud Credits may not be sold, bartered, traded, transferred or exchanged and will expire according to their respective attribute. From time to time, Autodesk may allow use of Cloud Credits in excess of allocated entitlement or designated expiration date. This does not imply continued use rights at the excess level or beyond the designated expiration date. For variable usage rates, Autodesk will endeavor to notify users of anticipated usage prior to running the service.

Autodesk Privacy Statement

Updated: January 28, 2021

Protecting your privacy is important to Autodesk. This Privacy Statement explains how Autodesk processes personal data collected through websites, products, and services (“applications”), including those distributed by our resellers and other channel partners, and through in-person and digital events, webinars, surveys, marketing activities, and visits to our premises (along with

applications, collectively our “offerings”). References to “Autodesk,” “we,” or “our” means Autodesk, Inc. and other entities that belong to the Autodesk corporate family and that link to this Privacy Statement. A list of entities within the Autodesk corporate family can be found [here](#).

We may display supplemental privacy notices on occasion, such as when we believe additional transparency would help you make an informed choice about whether to provide personal data. For example, you may see a supplemental privacy notice explaining a particular data collection program, or you may see a supplemental privacy notice when registering for an event.

This Privacy Statement describes how we process personal data for our own purposes. We also process personal data on behalf of our customers subject to a written contract. We do not control the data processing or protection practices of our customers, which may differ from those set out in this Privacy Statement.

“Personal data” is information that identifies, or can reasonably be linked directly or indirectly to, an identifiable person. Personal data does not include information that is anonymous, de-identified, or aggregated, as those terms may be defined under applicable law. For purposes of this Privacy Statement, “personal data” and “personal information” have the same meaning and are used interchangeably.

What Information Does Autodesk Collect About You?

We obtain personal data in different ways. Some personal data is collected directly from you. Other data is automatically collected or generated about how, when, and why you interact with us through our offerings, including data obtained through the use of cookies and other tracking technologies. We also obtain personal data about you from third parties.

Information you provide us:

We collect information directly from you, such as when you sign up for an account or use our offerings, register a product or service, sign up for our newsletter or for one of our events, interact with one of our events, surveys, activities or with social media, visit our premises, or otherwise contact us. The types of information we may collect from you include:

- **Identifiers**, such as your name, telephone number, physical and/or email addresses, IP address, account username, and account password.
- **Professional information**, such as your occupation, industry, professional licenses, work experience and employment history, and other qualifications.
- **Commercial information**, such as details about your subscription plans, the offerings that you have purchased, used and/or expressed interest in, and events you have attended.
- **Financial account information**, such as payment information you provide when making a purchase of or through an offering (a third party processes these transfers on our behalf as described below).
- **Education information**, such as your educational background.
- **Protected characteristics**, such as your date of birth (where applicable).
- **Visual, audio, and electronic information**, such as your picture or signature; records of our interactions, such as correspondence, details of complaints and their resolutions, service records; your preferences, including your preferred tools, experience, language, and the frequency at which you wish to receive marketing communications.

When you make purchases through our websites, we use payment processors ([Digital River](#), [BlueSnap](#), [PayPal](#), [Stripe](#), [Adyen](#)) and do not store credit card or other financial information (other than confirmation that payment in a certain amount has been made). We collect contact and account information from you that we pass through to the payment processor to facilitate the transaction. For more information you can contact our providers as set forth in their privacy notices.

Information we obtain or generate:

We automatically collect or generate certain personal information about you based on your interactions with us, such as when you use our offerings, and we may associate that information with your account. The information we collect includes:

- **Identifiers**, such as unique user identifiers, unique device identifiers, IP addresses, cookie identifiers, information about product licenses, and usernames.
- **Internet or other electronic network activity information**, such as the website domain visited; which activities and offerings are used, how, and for how long; posts, discussions, and other types of engagement with us, including on our blogs, discussion forums, or chat rooms; the use of any hyperlinks or downloadable content available through the offerings.
- **Geolocation information**
- **Electronic information**, such as information about operating systems, device types, information about browsers, information relating to automatic updates and technical errors, information about your use of our offerings, including your preferred tools and experiences, and your engagement with our activities.
- **Commercial information**, such as records about interest in our offerings or completed purchases.
- **Identifying characteristics** such as facial templates and eye movement.
- **Inferences** drawn from any of the personal and offering usage information available to us.

We also use cookies (small text files stored by your web browser when you use websites) and related technologies, such as pixels and beacons (collectively “Cookies”), to collect and store information when you use our applications. We use [Autodesk Analytics programs](#) and tools that incorporate third-party analytics tools, such as [Google Analytics](#), to help us understand how, when and why you use our applications. To learn more, see our [Cookie Statement](#).

Except as described in our Privacy Statement and our Cookie Statement, whether we collect data through the use of Cookies is up to you. You can change your mind at any time by going into your Settings within the application or by clicking a link in the footer of our websites. The relevant link may be titled “Cookie preferences,” “Privacy settings,” or something similar.

Cookie choices are generally application-, browser-, and device-specific, so you may need to refresh your choices if you visit a different application, use a new browser or device, or clear your browser’s cookies.

Social Networking Data: We may include content, pixels, tags, buttons, or other tools that link to another company’s services and/or platform(s) (“Plugins”). If you use one of our offerings that contains Plugins, information can be transferred directly from your device to a third-party provider of services and/or platforms. We may not control the data collected by Plugins. If you are logged in to a social network, the social network may be able to link your use of our offering to their services and/or platform.

For example, if you interact with a Plugin by clicking on "Like," "Follow," or "Share," or by writing a comment, this information may automatically appear in your profile on the relevant social network service or platform. Even if you are not logged in, the Plugins may send your IP address to social network services and/or platforms. Please note this when using our offerings.

When you connect to a social networking service or platform on a device that is also used by others, these other users may be able to see information that is stored or displayed in connection with your profile on the social networking service page.

Information we collect from other parties:

We receive and process information from our affiliates and from third-party sources, such as employers, business partners, business contact databases, enrichment services, channel partners (e.g. resellers), marketing service providers, third-party data aggregators, and social networking services and platforms (e.g., LinkedIn and Facebook). We also receive information from publicly available sources and licensors. The categories of personal information we collect from these sources include:

- **Identifiers**, such as names, phone numbers, and email addresses.
- **Professional information**, such as occupations, industries, professional licenses, work experience and employment histories, and other qualifications.
- **Education information**, such as your educational background.
- **Commercial information**, such as events you have attended or activities you have participated in.
- **Inferences**, such as regarding usage information and your preferences, behaviors, and other attributes.

In accordance with applicable law, we may combine your personal data with information we collect from other parties to help keep our databases current and accurate, and to provide you with more relevant content, experiences, applications, and other offerings.

How Does Autodesk Use The Information It Collects About You?

We use your personal data mindfully, and in useful ways, including:

- To validate your identity as necessary to perform our contract with you.
- To deliver services, products, and other offerings, including information such as personalized insights and recommendations, as necessary to perform our contract with you.
- To send you important information, such as about your account or purchases, within the scope of our contract with you.
- To send you information you requested to the extent necessary to perform our contract with you or, when not necessary to perform a contract, in furtherance of our legitimate interest, for example in responding to customer inquiries.
- To maintain and improve the security of, and to troubleshoot any issues relating to, our offerings as necessary to perform our contract with you or, when not necessary to perform a contract, in furtherance of our legitimate interest in protecting our business.
- To anonymize, aggregate, or de-identify your personal data so it can no longer identify you in furtherance of our legitimate interest in conducting research and analysis.

- To develop and improve our current and future offerings and your experience, including through the use of automated systems that analyze data using machine learning and other analytic techniques, in furtherance of our legitimate interests or, where needed, with consent.
- To understand the ways our offerings are used and who is using them in furtherance of our legitimate interest in improving our offerings and the overall user experience or, where needed, with consent.
- To analyze information about how you interact or may interact with us or our offerings in furtherance of our legitimate interest in improving our offerings and your experience with us or, where needed, with consent.
- To make strategic decisions concerning our business operations, including reporting on the performance of our business, in furtherance of our legitimate interest in making those decisions or, where needed, with consent.
- To send you learning content, tutorials, suggestions, newsletters, surveys, or other information, including information that may be relevant to your interests or preferences, in furtherance of our legitimate interest in improving your customer experience or, where needed, with consent.
- To send you promotional offers, advertising, or other marketing content in furtherance of our legitimate interest to engage in direct marketing or, where needed, with consent.
- To detect, prevent, or otherwise address non-valid use such as through fraud and software piracy (e.g., to confirm that software is genuine and properly licensed) and to protect you, Autodesk, and/or third parties in furtherance of our legitimate interests. For example, learn more about how Autodesk detects and combats non-valid software [here](#).
- To enforce, and review compliance with, the legal terms that govern our offerings in furtherance of our legitimate interest in ensuring adherence to the relevant terms.
- To comply with our legal obligations under applicable laws.
- To protect the rights, safety, and property of Autodesk, you, or any third party in furtherance of our legitimate interest in protecting us, our users, and third parties.
- For other purposes for which we obtain your consent.
- As further described in our offerings, such as in a supplemental notice, or in our About Boxes (available via Settings in your application).

Where we rely on your consent to process personal data, you may withdraw your consent at any time by contacting us at the contact details below or as otherwise indicated to you in writing.

Where we rely on our legitimate interests to process your personal information, we balance your rights against ours so that our interest is not overridden by the interests you have to protect your information.

You may also have the right to object to that processing on the basis of circumstances specific to you. For more information, see "[What Rights and Choices Do You Have?](#)" below.

When we process personal data about you to comply with legal requirements or to perform our obligations under a contract with you or with our customer through whom you use our offerings, failure to provide such data may prevent or delay our fulfillment of these obligations.

How Does Autodesk Disclose Your Personal Data?

We disclose the categories of information described above to the following categories of persons:

- **Our service providers**, including vendors, consultants, and other service providers who perform services or functions on our behalf, for business purposes. For example, our service providers include companies who support us with marketing, sales, consulting, communications, software maintenance and support, analytics, social media, market research, auditing for valid use, license compliance, security, user verification, localization, and payment processing. Our service providers process your information subject to contractual terms that restrict their ability to use your information.
- **Our business partners**, such as integration partners, channel partners (e.g., resellers), event sponsors, partners, and attendees, Ad Partners, and Autodesk's App Store publishers, with whom you interact to facilitate your relationship with Autodesk and those business partners for any of the purposes described in our or those business partners' privacy statements.
- **Our affiliates**, for any of the purposes and uses of information described in this Privacy Statement, including providing you with integrated offerings (including administering purchases, services, and payments across our integrated offerings) in furtherance of our legitimate interests. You can find a list of Autodesk entities [here](#).
- **Social networking services and platforms** to connect with or share information publicly, with service providers, or with your contacts on such services or platforms.
- **Persons to whom we are required by law to provide information**, such as pursuant to a subpoena or a court order.
- **Law enforcement, legal counsel, or other reasonably necessary parties** when we have a good faith belief that the disclosure is necessary to prevent or respond to fraud or software piracy, defend ourselves against attacks, or protect the rights, property, and safety of Autodesk, our customers, and the public.
- **Persons involved in the consideration, negotiation, completion of a business transaction**, including the sale, merger, consolidation, acquisition, change in control, transfer of substantial assets, bankruptcy, or reorganization, and any subsequent integration.

We may also disclose your personal information to other parties when we have your consent to do so or when you direct us to, for any purposes requested or permitted by you.

We may share aggregate, anonymous, or de-identified demographic, statistical, and other information regarding use of our offerings with third parties for marketing, analytics, planning, and other purposes. Such information will not specifically identify any particular user.

How Does Autodesk Protect Your Data?

We maintain a combination of reasonable and appropriate physical, administrative, and technological controls to protect your data from unauthorized access or malicious actions. For more information about our security practices, please visit the [Trust Center](#).

We take reasonable steps to limit the access employees, contractors, and agents of Autodesk have to your personal data to those who need to know this data to perform their assigned functions.

What Rights And Choices Do You Have?

You have the right to access, update, delete, receive a copy of, or restrict our use of your personal data. When we process personal data based on your consent, you have the right to withdraw consent any time.

Please log-in to your account to manage your personal data and content using our applications. You can also delete your personal data and close your account. We may retain certain data about you for legal and internal business purposes, such as fraud prevention, in accordance with applicable laws.

To request a copy of the personal data in your account, please [submit this form](#). Consistent with applicable law, we may ask for proof of your identity before fulfilling your request, and we may ask for additional forms of verification depending on the nature of the personal information requested.

Certain jurisdictions grant individuals additional rights with respect to their personal data. Depending on where you live or applicable law, you may also have the right to:

- Object to our processing of your personal data
- Have us block or anonymize your personal data, as appropriate
- Receive a copy of your personal data to transfer it to a third party
- Opt-out of certain direct marketing communications
- Opt-out of certain disclosures of your personal information to third parties
- Not be denied a good or service for exercising your rights, though you may be provided a different level of service or charged a different rate or price consistent with applicable law
- Lodge a complaint with the relevant data protection authority in the jurisdiction in which you are located

These rights may be limited in some circumstances by local law. For example, even if you ask us to delete your personal information, we may need to retain it to complete transactions you have requested, to comply with our legal obligations, or for other limited business purposes as required or permitted by law. To exercise applicable rights, please [contact us](#).

Where we process personal data on behalf of our customers, we may refer the request to the relevant customer and cooperate with their handling of the request, subject to any special contractual arrangement with that customer.

California residents, please read the [“Your California Privacy Rights”](#) section for additional disclosures and information regarding your rights under California law.

Individuals in Brazil, please read the [LGPD FAQs](#) for additional information regarding the LGPD and your rights under the law.

What Are Autodesk’s Storage And Data Retention Practices?

We store your personal data and content on our servers and the servers of our service providers. Because we and our service providers maintain servers in global locations, your personal data may be transferred across national borders and stored on the servers outside of your country or region.

We will retain your personal data for as long as necessary to provide you with the offerings that you are using or have requested, for the establishment, exercise or defense of legal claims, and as needed to comply with our legal obligations. Data may persist in copies made for backup and business continuity purposes for additional time.

Does Autodesk Transfer Your Personal Data Across National Borders?

Because we are a global company, we transfer personal data across national borders to other countries, in compliance with the laws that apply to that data. Where required by law, we have put in place measures (such as standard contractual clauses) to adequately protect personal data that we transfer across borders. If you wish to obtain a copy of the safeguards that we use to protect personal data transferred across borders, please contact us using the information in the “How to contact us” section below.

Autodesk has certified to the EU-U.S. Privacy Shield Framework and the Swiss-U.S. Privacy Shield Framework (“Privacy Shield”) as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal data transferred from the EEA, the United Kingdom and/or Switzerland to the United States in reliance on Privacy Shield. Autodesk has certified to the Department of Commerce that it adheres to the Privacy Shield Principles with respect to such information. If there is any conflict between the terms in this Privacy Statement and the Privacy Shield Principles, the Privacy Shield Principles shall govern with respect to personal data transferred in reliance on Privacy Shield. To learn more about the Privacy Shield program, and to view our certification, please visit <https://www.privacyshield.gov/> and read our [Privacy Shield Notice](#).

Due to the invalidation of Privacy Shield, Autodesk no longer relies on Privacy Shield to transfer personal data from the EEA, the United Kingdom, or Switzerland to the United States. We will continue to apply the safeguards afforded by Privacy Shield to personal data that we have transferred to the United States in reliance on Privacy Shield.

What Are Autodesk’s Marketing And Advertising Practices?

We use analytics tools and also work with one or more advertising networks (our “Ad Partners”) that use Cookies or other technologies to collect information about application visitors, to serve ads, and to help us track results of advertising and marketing campaigns. Through these means, we and/or our Ad Partners may be able to collect information from application visitors, including websites visited, how, when and why applications are used, marketing preferences, IP addresses, device IDs, and information about browsers. This information is used to display personalized advertising in websites and other applications, to calculate and control the number of unique and repeat views of a given ad, to deliver ads that relate to a visitor’s interests, and to measure the effectiveness of ad campaigns. We process your personal data for the above activities in furtherance of our legitimate interests or, where required, with your consent.

You can opt out of the use of your information by Ad Partners for online behavioral advertising by using the Digital Advertising Alliance’s [Your AdChoices](#) tool. The Your AdChoices tool may not work if your browser does not accept third-party Cookies, and if you delete Cookies, use a different browser, or use a different computer, you will need to use the tool again to renew your opt out.

As described above, you can change your Cookie preferences. Cookie choices are generally application-, browser-, and device-specific, so you may need to refresh your choices if you visit a different application, use a new browser or device, or clear your browser’s cookies.

Autodesk currently does not respond to “do not track” signals.

How Does Autodesk Protect Children And Student Data?

At Autodesk, we care deeply about children’s privacy and protecting their data.

Most of our applications are made for the general public and are designed for adult users. We refer to these applications as “general interest applications.” We do not knowingly collect personal data from children in connection with general interest applications. Certain applications are appropriate for and are intended for use by children. We refer to these applications as “Children’s applications.”

Our [Children’s Privacy Statement](#) applies to personal data collected from certain child and student users of Autodesk offerings, including Children’s applications. If there is a conflict between our Children’s Privacy Statement and our Privacy Statement, the Children’s Privacy Statement sets the standard for how we process children’s personal data. For more information, please refer to our [Children’s Privacy Statement](#).

Is The Personal Data You Give Us Ever Displayed Publicly?

As always, we urge you to be mindful when deciding to disclose personal data, including on our offerings. Our offerings may allow you to post content, including comments and “likes,” that can be visible to the public.

In some cases, you can limit who can view or access the information and content you post. In other cases, the information and content might be available to registered members of the offering, or even to the general public. Your name, username, profile image, or email address (particularly if this is your username) may be posted along with any message or other content you post through some of our offerings.

If you are posting information you do not want to be disclosed publicly, make sure you are using an offering that allows you to control who sees information you have posted.

Will This Privacy Statement Change?

We may change this Privacy Statement to reflect changes in the law, our data handling practices, or the features of our business. The updated Privacy Statement will be available at our Trust Center [here](#). We will show the date the Privacy Statement was last updated to help you know when we change it. If we make material changes to our Privacy Statement, we will endeavor to provide you with notice before such changes take effect, such as through prominent notice on our website or services or by email.

How To Contact Us?

If you want to contact us, please use the following contact information. When you do so, please tell us the name of the offering about which you are contacting us:

By email at: privacy.questions@autodesk.com

By postal mail to:

Privacy Questions
Autodesk, Inc.
The Landmark @ One Market

Suite 500
San Francisco, CA 94105
U.S.A.

Data protection officer: To contact our data protection officer, please use the following contact information: DPO@autodesk.com.

Who Can I Contact With Questions Or Concerns?

We are committed to working with you to obtain a fair resolution of any complaint or concern about privacy. If, however, you believe that we have not been able to assist with your complaint or concern, you have a right to lodge a complaint with the [data protection authority of the United States of America](#) and/or with a competent European supervisory authority or your local equivalent.

Your California Privacy Rights

California law treats certain disclosures of personal information with third parties in exchange for something of value as “sales,” even when no money changes hands. Autodesk does not exchange your personal information for money. However, some of the technologies we use to provide our offerings involve transfers of personal information that may be considered “sale” under California law. You have the right to opt-out of these transfers by submitting [this form](#) or by emailing us at privacy.questions@autodesk.com.

We described several types of rights in “[What Rights and Choices Do You Have?](#)” above. If you reside in California, you have rights to access the specific pieces of your information, the right to know details about our processing of your information, the right to request deletion of your personal information, and the right to not be denied goods or services for exercising these rights. You can exercise those rights by emailing us at privacy.questions@autodesk.com. To request a copy of the personal information in your account you can also [submit this form](#). To request deletion of your personal information, you can also [submit this form](#).

We may need to verify your identity before completing your CCPA rights request. How we verify your identity depends on whether you hold an account with Autodesk:

- Individuals with Autodesk accounts can verify their identity by logging into their account.
- Individuals without Autodesk accounts (non-accountholders) will need to provide information establishing their identity to the degree of certainty required by law. We may ask non-accountholders to provide information such as name, e-mail addresses, and information relating to their use of the Autodesk websites or other offerings.

Persons authorized to submit requests on behalf of a consumer (“agents”) can submit a request by email to privacy.questions@autodesk.com. We may notify the consumer and require the consumer to independently verify their identity before fulfilling the authorized agent’s request. For additional information, please see our [CCPA FAQs](#).

We will retain certain information relating to your CCPA request to demonstrate compliance with the CCPA and to improve our consumer request process.

The following table provides a description of the personal information that we have disclosed for our business purposes, the personal information that we have sold, and the categories of third parties that received the personal information.

Category of Personal Information	Categories of Third Parties to which we Disclosed that Personal Information for business purposes	Categories of Third Parties to which we “Sold” that Personal Information
Identifiers	Service Providers Affiliates	Social networking services and platforms and Ad Partners
Commercial Information	Service Providers Affiliates	Social networking services and Ad Partners
Financial Account Information	Service Providers Affiliates	None
Education Information	Service Providers Affiliates	None
Protected Characteristics	Service Providers Affiliates	None
Visual, Audio, and Electronic Information	Service Providers Affiliates	Social networking services and platforms and Ad Partners
Internet or other Electronic Network Activity Information	Service Providers Affiliates	Social networking services and platforms and Ad Partners
Geolocation information	Service Providers Affiliates	Social networking services and platforms and Ad Partners
Inferences	Service Providers Affiliates	Social networking services and platforms and Ad Partners
Social Networking Data	Service Providers Affiliates	Social networking services and platforms and Ad Partners