

Effective Date: May 15, 2023

Last Updated: [_____, 2023]

L3 = General Terms

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

Please note that Section 17.4 (Autodesk Party, Governing Law, Dispute Resolution) below contains mandatory arbitration and class action waiver provisions that may govern any resolution of disputes between You and Autodesk. Please read these Terms (including Section 17.4) carefully.

1 L4 = Acceptance

By accepting these General Terms during your account registration or subscription process, or by accessing or using our Offerings, 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 to these Terms, you must not access or use our Offerings.

You agree to these Terms on behalf of the company or other legal entity for which you are acting (for example, as an employee or contractor) or, if there is no company or legal entity, on behalf of yourself as an individual (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, including in Section 18 (Definitions) below.

2 L4 = Special Terms

Some Offerings may be subject to special terms set forth in the [Special Terms \[LINK\]](#) or in the Documentation for the Offerings (“Special Terms”).

You agree to the Special Terms, if any, for an Offering that You subscribe to, access, or use.

3 L4 = Return for Refund

For a limited period, if You (a) object to any of these Terms, (b) object to any Autodesk terms of purchase or auto-renewal applicable to the purchase or renewal, or (c) are dissatisfied (for any reason) with the Offering to which You subscribed, You may return the Offering and may qualify for a refund under the [Autodesk Return Policy \[LINK\]](#).

4 L4 = Your Account

You are responsible for anyone who obtains, accesses, or uses Offerings through You or Your account (including Your Authorized Users) and their compliance with these Terms as though each of them is You. In certain cases, Your Authorized Users may be required to set up individual accounts or agree to applicable terms in order to obtain, access, or use Offerings, but

You remain responsible. You also agree to 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>.

5 L4 = 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 an Offering by You (or Your Authorized Users).

6 L4 = Privacy

Autodesk is committed to protecting Your privacy and letting You know what Autodesk will do with Your personal data. Autodesk's [Privacy Statement \[LINK\]](#) sets forth how Autodesk may collect, use, store and process personal data of or relating to You, and how You may request access to or deletion of Your personal data.

Autodesk offers a Data Processing Addendum, available on our [Trust Center \[LINK\]](#), which sets forth Autodesk's obligations as a processor for personal data under the General Data Protection Regulation.

7 L4 = Offering Term

Each subscription to an Offering is for a fixed, limited time period (the "Offering Term"). The length of the Offering Term will be indicated in the Offering Identification.

Certain subscriptions may renew automatically. If you would like to cancel any automatic renewal, please see [Cancelling Automatic Renewal for Subscriptions. \[LINK\]](#)

8 L4 = Offerings

8.1 Rights to Offerings

For any Offering consisting of Software or a Cloud Service that Autodesk makes available or provides to You, and subject to compliance with these Terms and all payment obligations, including any taxes and other fees, Autodesk grants to You a non-exclusive right to use the Offering (and permit Your Authorized Users to use the Offering) solely (a) during the Offering Term, (b) in accordance with any applicable Special Terms, and (c) within the scope of Your subscription, including the permitted number, Offering Type, Territory and other attributes specified for the type and level that You selected when subscribing for the Offering. If Your Offering Identification does not specify those attributes, the Offering will have the attributes of a Trial Version.

Except as expressly authorized by these Terms, or as otherwise expressly permitted in writing by Autodesk, You will not: (i) 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, or (ii) sublicense, transfer, distribute,

transmit, sell, lease, rent, loan, or otherwise make available all or any portion or functionality of any Offering to a third party (whether on a service bureau basis or otherwise).

Any Software (including any Update or Upgrade) that Autodesk makes available or delivers to You is licensed for a limited subscription period, not sold. You may make one archival copy of the Software You subscribed to solely for Your backup and archival purposes for the duration of the Offering Term.

8.2 Access to Software and Cloud Services

Subject to compliance with these Terms, Autodesk will, during the Offering Term, make Offerings available to You through Your account or other electronic means. Autodesk will not be liable for any losses or other liability incurred by You or others due to sending Your account information to an incorrect address. You may be required to log into Your account or provide Autodesk additional information to activate, access, or use an Offering. Some Offerings may cause Your computers or other devices to automatically connect to the internet (intermittently or on a regular basis)—for example, to validate the proper use of 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 and Your Authorized Users agree to such connection and to validation of Your subscription and to the automatic downloading and installation of Updates and Upgrades. You may not be able to adjust Your Update or Upgrade settings for certain Offerings, including those for which automatic Updates or Upgrades are required for operation or security of the Offering.

During the Offering Term, Autodesk may make available or deliver Updates or Upgrades to Software. You will promptly install any mandatory Updates.

8.3 Autodesk APIs

In connection with an Offering, you may have access to standard application programming interfaces, software development kits, tools, libraries, scripts, sample source code and similar developer material (collectively, “APIs”). Unless otherwise specified in the applicable Special Terms (including Documentation), You may use the APIs only (a) for the Offering for which you have a subscription and for which the APIs are provided, (b) during the Offering Term, (c) in accordance with the Special Terms (including Documentation) specific to the APIs, and (d) to develop applications, services, modules, or components solely for Your internal business use.

8.4 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 other material of a third party (collectively, “Third-Party Material/Services”) in connection with Offerings. Any Third-Party Material/Services may be governed by different terms found in or with such Third-Party Material/Services (for example, in the “About Box,” a .txt file, or accompanying license terms), on a registration page of a third party, or in the Special Terms (including 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 will be

(a) subject to the same terms as the Offering for which You received the Third-Party Material/Services, (b) solely in connection with Your use of such Offering, and (c) limited to the Offering Term. You take sole responsibility for determining, obtaining and complying with all Third-Party Terms. Autodesk will have no responsibility for, and makes no representations or warranties regarding, (i) any Third-Party Material/Services or Your use of Third-Party Material/Services, and (ii) any Third-Party Terms or Your compliance with such Third-Party Terms.

8.5 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 (a) at Your request, or with Your consent; (b) in connection with providing and improving Offerings (including maintaining, securing, updating, or otherwise modifying Offerings); or (c) in connection with legal obligations, enforcement, investigations, or proceedings. Autodesk may block or remove Your Content for any reason, including non-compliance with these Terms. 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 the other activities contemplated by these Terms.

You are responsible for ensuring that (i) Your Content and its use with any Offering comply with all applicable laws and regulations and these Terms, (ii) Your Content will not infringe or misappropriate any intellectual property or proprietary rights of any person, and (iii) You secure backup copies of Your Content at all times. You acknowledge that online services may suffer disruptions or outages, and You may not be able to retrieve Your Content as a result.

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 arising out of or relating to (1) Your Content; (2) Your (including Your Authorized Users') use of Offerings, including any Output or other results produced by such use; and (3) Your (including Your Authorized Users') breach of these Terms (including any Additional Agreement, Special Terms, or other applicable terms).

8.6 Collaboration and Sharing of Your Content

Some Offerings permit You to collaborate with others, including sharing or publishing Your Content. If You choose to share or publish Your Content, others may be able to use, sell, reproduce, modify, distribute, make available, display, transmit and communicate Your Content, and suspending or terminating access will not delete or inhibit access to any of Your Content that was earlier 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. Keep in mind that forums and galleries may be public, and submissions are generally public.

An Offering may feature links to Third-Party Material/Services. 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 Content to be shared with any third party, Autodesk may make Your Content available to such third party; Autodesk will, however, have no responsibility or liability for the actions of such third party.

9 **L4 = Trial Versions**

Autodesk may make available or deliver Offerings (or features of an Offering) described as “not for resale,” “free,” “evaluation,” “trial,” “pre-release,” “beta,” or another similar designation (collectively, “Trial Versions”). Except as expressly set forth in the Documentation for the Trial Version or applicable Special Terms, (a) you may access or use the Trial Version only for a period of 30 days from download or receipt, (b) Your use will be limited to non-commercial evaluation purposes, (c) the use of a Trial Version will be only by You as an individual or, if You are an entity, by one named employee, and (d) the Trial Version may only be used within the Territory where You acquired the Offering. Notwithstanding any other provisions in these Terms, (i) Autodesk makes no commitments with respect to Trial Versions, including any commitment to continue any Trial Version or to convert any Trial Version into an Offering; (ii) Autodesk constantly conducts research to improve our Offerings and makes no commitment that such research will be commercially released in an Offering; and (iii) 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.

10 **L4 = Feedback**

If You provide Autodesk with ideas for improvement, suggestions, or other feedback (collectively, “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.

11 **L4 = Limitations on Use**

11.1 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, for example, those with respect to product stress, safety and utility. You acknowledge that the Offerings may not have been designed or tested for Your specific use, and the Offerings and Output may not achieve the results You desire within Your constraints. It is Your responsibility to (a) determine whether the use of an Offering is appropriate for Your purposes, (b) determine the appropriate use for the Offerings, and (c)

select the Offerings and other computer programs and materials, in each case to help achieve Your intended results or Output. You acknowledge that as between You and Autodesk, You are solely responsible for (i) Your (including Your Authorized Users') use of the Offerings and any results produced by the Offerings, including any Output, and (ii) establishing the adequacy of independent procedures for testing the reliability, safety, accuracy, completeness, compliance with applicable legal requirements and industry standards, and other characteristics of any Output, including insights, recommendations, and all items designed with the assistance of the Offerings. Autodesk will not be responsible or liable in any manner whatsoever for the results obtained through use of the Offerings, including any Output.

11.2 Offerings Not Designed for Sensitive Personal Data

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 data, 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 Data"). 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 Data, including any files containing Sensitive Personal Data, in connection with Your use of any Offering.

11.3 Acceptable Use of Offerings

You will access and use (and permit access to and use of) Offerings only in compliance with the Acceptable Use Policy [\[LINK\]](#) and all applicable laws.

12 L4 = 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 its own confidential information of like kind (but in no event less than reasonable care) and will (a) use the Confidential Information of the Disclosing Party only in connection with Offerings, and (b) 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.

13 **L4 = Autodesk Proprietary Rights**

You acknowledge and agree that Autodesk and its licensors and suppliers will have ownership of and all rights with respect to (a) the Offerings, Documentation, APIs, and other information or material made available to You by Autodesk, including any copies of the foregoing, (b) any materials or other information based on, derived from, or otherwise using any of the foregoing (including Metrics), and (c) all rights under trade secrets, copyrights, trademarks, patents, and any 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. You will not access or attempt to access the Offerings by any means other than the interface Autodesk provides or authorizes. You will not engage in any decompiling, disassembling, or other reverse engineering, or otherwise attempt to discover, learn, or study the structure or organization, underlying algorithms or other internals, 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) to enable Your access or use of the Offerings, and any such information will be deemed to be Autodesk Confidential Information.

You have only the rights expressly granted to You under these Terms (including the 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 will not take any action, or authorize, encourage, or assist any third party to take any action, inconsistent with this Section 13.

14 **L4 = Limited Warranty, Disclaimers, Limitations on Liability**

14.1 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 Offering Term 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, (a) to attempt reasonably to remedy the breach or (b) to refund the amounts received for the affected subscription and terminate such subscription. You will bring any warranty claim for any Offering within its applicable Warranty Period, and any warranty claims You bring after such Warranty Period will be excluded.

14.2 Disclaimers

Except for the express limited warranty set forth in Section 14.1 (Limited Warranty) above, and any express warranties set forth as such in any Additional Agreement or Special Terms, to the maximum extent permitted by applicable law, (a) the Offerings (including any related Software, Cloud Service, Documentation, APIs, or other materials) are provided "AS IS," "WITH ALL FAULTS," and without warranty or condition of any kind and (b) Autodesk and its licensors and suppliers make, and You receive, no warranties, representations, conditions, or commitments of any kind, express or implied, oral or written, with respect to any of the Offerings or any Output, including any implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, title and non-infringement, or quiet enjoyment, any 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 by Autodesk or its third-party agents, representatives, or service providers about the Offerings (including any statements about their functionality or performance) or Output, or other communications with You (including any insights, recommendations, guidance, assessments, projections, estimates or opinions), that are not contained in these Terms (including any Additional Agreement or Special Terms) are for information purposes only and do not constitute a warranty, representation, condition, or other commitment. Without limiting the generality of the foregoing, Autodesk and its licensors and suppliers do not warrant or otherwise commit that (i) the Offerings or Output, or Your access thereto or use thereof, will be available, uninterrupted, timely, error-free, secure, accurate, reliable, or complete, (ii) the Offerings will meet any particular performance, availability or service-level criteria, (iii) Your Content will not be lost or damaged, or (iv) errors or defects will be corrected or any particular support requests will be resolved to meet Your needs or expectations. Also, for clarity, (1) any reference to "unlimited" access, use, storage, or otherwise with respect to an Offering is subject to the technical limitations of the Offering, and (2) some Offerings or functionality may not be available in all locations (including the Territory) or languages.

14.3 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. The aggregate liability of Autodesk and its licensors and suppliers with respect to

any Offering or Output thereof will in no event exceed the greater of (a) 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, or (b) US\$1000. You acknowledge and agree that the disclaimers and limitations of liability in these Terms constitute an essential element of the bargain between You and Autodesk, and that Autodesk would not have provided the Offerings to You without Your agreement to each of these Terms. 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, and even if Autodesk has been advised of the possibility of the liability or the liability is otherwise foreseeable, and regardless of whether the limited remedies in these Terms fail of their essential purpose.

Nothing in these Terms restricts or excludes Autodesk's liability for (i) death or personal injury caused by Autodesk's willful misconduct or gross negligence, or (ii) Your damages or losses caused by Autodesk's fraud. Also, 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). These Terms give You specific legal rights, and You may also have other legal rights, which vary from jurisdiction to jurisdiction, including legal rights described in Section 19 (Country/Jurisdiction-Specific Terms) below.

15 L4 = Indemnity

Subject to these Terms, Autodesk will defend You against any claim brought against You by a third party alleging that any Covered Offering infringes such third party's patent, copyright, trademark, or trade secret rights ("IP Claim"), and Autodesk will pay damages finally awarded against You (or any settlement amount agreed to in writing by Autodesk) as a result of the IP Claim, provided You (a) promptly notify Autodesk of the IP Claim, (b) give Autodesk sole control of the defense and settlement of the IP Claim, and (c) promptly provide Autodesk with any assistance and cooperation requested by Autodesk in connection with the defense and settlement. These defense and payment obligations do not apply if (i) the IP Claim arises from, or is based on, the use or combination of the Covered Offering with any software, hardware, data, material, or service not provided by Autodesk, (ii) the IP Claim covers any method or process not fully embodied in the Covered Offering, (iii) there is available an Update or Upgrade that avoids the infringement alleged in the IP Claim, or (iv) You have been in breach of these Terms. If Autodesk receives information about an infringement claim related to any Offering, Autodesk may, in its discretion, (1) modify or replace the Offering, (2) obtain a license for Your continued use of the Offering, and/or (3) terminate Your subscription for the Offering and refund any prepaid fees covering the remainder of the Offering Term of the terminated subscription. This Section 15 states Autodesk's sole obligations and Your exclusive remedy for any infringement of any third-party intellectual property rights.

16 **L4 =** Term, Termination, Suspension

These Terms become effective on the first date accepted in accordance with Section 1 (Acceptance) above and continue in effect indefinitely unless terminated in accordance with the provisions of these Terms, including this Section 16.

16.1 Your Right to Terminate

You may terminate Your subscriptions and these Terms if Autodesk is in material breach of these Terms and fails to cure such breach within 30 days after written notice of the breach.

16.2 Autodesk's Right to Terminate or Suspend a Subscription or Account

Autodesk may terminate (or disable or suspend Your access to and use of) any or all of Your subscriptions or other Offerings, or terminate these Terms and Your account, if (a) You have no current paid subscriptions; (b) You have failed to timely pay any amounts (including fees and taxes) owing to Autodesk; (c) You (including any of Your Authorized Users) are otherwise in material breach of these Terms and fail to cure such breach within 30 days after written notice of the breach; or (d) 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. Autodesk may also immediately disable or suspend Your access to and use of Offerings and Your Content if Autodesk believes in good faith that Your (or Your Authorized Users') conduct or failure to act, or Your Content, may (i) pose a security risk, constitute illegal activity, 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, or (iii) subject Autodesk, or its suppliers, resellers, distributors, users, or any similar third parties, to liability.

16.3 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, Cloud Service access, and Benefits, will end. At that time, You will stop all access to and use of the Offering 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 party 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, (a) as a convenience to You for some Cloud Services, Autodesk may provide You with a brief period (for example, 30 days) in which You may retrieve Your Content after expiration or termination of the Cloud 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 (b) otherwise,

Autodesk may delete, without notice, any or all of Your Content, including backup and other copies thereof.

16.4 Effect of Termination of Terms or Account

Upon any termination of these Terms for any reason, (a) Your account and Your subscriptions and other Offerings, including those of Your Authorized Users, will immediately terminate, and (b) the effects described above with respect to expiration or termination of a subscription or other Offering will apply to all subscriptions and other Offerings attached to Your account. Your payment obligations, Your responsibility for anyone who obtains, accesses, or uses Offerings through You or Your account (including Your Authorized Users) (including the responsibility described in Section 4 (Your Account)), and the following sections of these General Terms will survive termination for any reason: Section 5 (You Own Your Work); Section 8.3 (Autodesk APIs); Section 8.4 (Use of Third-Party Material and Services); Section 8.5 (Use of Your Content); Section 8.6 (Collaboration and Sharing of Your Content); Section 10 (Feedback); Section 11 (Limitations on Use); Section 12 (Confidentiality); Section 13 (Autodesk Proprietary Rights); Section 14.2 (Disclaimers); Section 14.3 (Limitations on Liability); Section 16.3 (Effect of Termination of Subscription); this Section 16.4; Section 17 (Miscellaneous), including Section 17.4 (Autodesk Party, Governing Law, Dispute Resolution); Section 18 (Definitions); and Section 19 (Country/Jurisdiction-Specific Terms).

17 L4 = Miscellaneous

17.1 Changes to the Offerings

Autodesk reserves the right from time to time to (a) modify, discontinue, or substitute an Offering (including any Benefits, features, functionality, or supporting services related to the Offering), or (b) add or modify license keys, authorizations or other means of controlling or measuring access to or use of the Offerings. Autodesk will endeavor to notify You of any major changes to an Offering in the applicable release notes or other Documentation for the Offering.

17.2 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) modify these Terms. Autodesk will endeavor to notify You of any changes to these Terms (“Terms Modification Notice”), including by posting to this site. It is your responsibility to regularly check this site for updates, including Terms Modification Notices. Except as otherwise expressly set forth in these Terms, if any modification to the Terms has a material adverse effect on You and You do not agree to the modification, You may reject the modification by notifying Autodesk of the rejection within 30 days of the Terms Modification Notice. If You reject a modification under these circumstances, (a) Your access to and use of any Offerings affected by the modification will continue to be governed by the terms in effect immediately before the modification (except to the extent the modification was made for security, privacy, or legal compliance reasons, in which case the modification will be effective immediately) until the earlier of (i) the end of the applicable Offering Term, or (ii) 180 days after the Terms Modification Notice; and (b) Your rights to such

Offerings, including any related subscription Benefits, will then terminate. In the event of such a termination by You, Autodesk (or the party from whom You purchased Your subscription) will refund the prorated portion of any prepaid fees applicable to the remaining Offering Term of Your subscription for the affected Offerings after the effective date of termination. In any event, if any subscription is renewed or extended, it will be under the then-current Terms. Notices by You or Autodesk will be provided as set forth below, except that You may also provide Your notice of rejection via email (within the 30-day period described above) to the following email address Terms.Modification.Rejection@autodesk.com, or in any other manner specified in the Terms Modification Notice.

Notwithstanding the forgoing, if the Special Terms, Offering Types and Benefits, or other policies include different terms or procedures for modification thereof, modification may, at Autodesk's option, 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).

17.3 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.

17.4 Autodesk Party, Governing Law, Dispute Resolution

(a) General

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 or claim 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 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 Section 19 (Country/Jurisdiction-Specific Terms) below.

Your principal place of	References to	Governing law is:	Exclusive jurisdiction/forum for
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business (or, if You are an individual, the place of Your residency)	“Autodesk Party” means the following Autodesk entity:		dispute resolution:
United States and Canada	Autodesk, Inc., a Delaware corporation	(i) State of California, and (ii) to the extent controlling, federal laws of the United States	Arbitration administered by ADR Services, Inc. (“ADR Services”), pursuant to Section 17.4(b) below and (to the extent not inconsistent with such section) in accordance with the arbitration rules of ADR Services as in effect when the notice of arbitration is submitted. The seat of the arbitration will be San Francisco.
Mainland China, Hong Kong, and Macau	Autodesk, Inc., a Delaware corporation	Singapore	Arbitration administered by the Singapore International Arbitration Centre (“SIAC”) in accordance with the Arbitration Rules of the SIAC as in effect when the notice of arbitration is submitted. The seat of the arbitration will be Singapore.
Asia, Oceania and the Asia-Pacific region, other than Mainland China, Hong Kong and Macau	Autodesk, Inc., a Delaware corporation	Singapore	Courts of Singapore
Europe, the Middle East and Africa	Autodesk Ireland Operations Unlimited Company, an Irish company	Ireland	Courts of Ireland
Worldwide (unless in a country or region described above), including Mexico, South America, Central America, Caribbean region, and Antarctica	Autodesk, Inc., a Delaware corporation	(i) State of California, and (ii) to the extent controlling, federal laws of the United States	(i) United States District Court for the Northern District of California in San Francisco, or (ii) courts of the State of California, County of San Francisco.

(b) Binding Arbitration and Dispute Resolution for United States and Canada

If Your principal place of business (or, if You are an individual, Your residence) is in the United States or Canada, the following informal dispute resolution and binding arbitration provisions apply to You:

(i) Informal Dispute Resolution and Binding Arbitration

Autodesk seeks to resolve any claim or dispute (“Claim”) informally. If You or Autodesk have a Claim arising out of or relating to an Offering or these Terms, You and Autodesk will first seek to resolve the Claim informally by providing notice of the Claim in the manner described below for Notices and cooperating with the other party to try to address the matter amicably. If the Claim is not resolved through informal dispute resolution within 30 days after receipt of the notice of a Claim, either party may proceed with formal dispute resolution.

You and Autodesk agree to binding individual arbitration of any Claim arising out of or relating to an Offering or these Terms and waive any right to go to court and have a trial in front of a judge or jury. The United States Federal Arbitration Act, including its procedural provisions, and not state law, governs the interpretation and enforcement of this dispute-resolution provision. Arbitration will be conducted by ADR Services pursuant to its rules and as set forth in this Section 17.4. To commence arbitration, a party must send a written demand for arbitration that describes the Claim and request for relief with the details required by the ADR Services rules (“Demand”). Any Demand from You to Autodesk must be sent to Autodesk, Inc., The Landmark @ One Market, Suite 400, San Francisco, California 94105 USA, Attention: Chief Legal Officer. Any Demand from Autodesk to You must be sent to the address You provided during the informal dispute-resolution process described above or, if no address was provided, sent as described in Section 17.11 (Notices) below.

(ii) Fees for Binding Arbitration

Payment of all arbitrator fees will be governed by the ADR Services rules, except to the extent that any fees (including attorneys’ fees) and costs paid by either party are reallocated upon order of the arbitrator following a determination that (1) You or Autodesk breached any of the provisions of this Section 17.4, (2) the substance of Your or Autodesk’s Claim or the relief sought by You or Autodesk was frivolous or brought for an improper purpose, or (3) reallocation is otherwise permitted under applicable law. If Autodesk brings a Claim against You, Autodesk will pay all ADR Services fees associated with the Claim. If You bring a Claim against Autodesk, You and Autodesk will split those fees evenly. Further, if the arbitrator determines that You are unable to pay any part of those ADR Services fees, Autodesk will pay them for You.

(iii) Mass Filings

If You bring a Claim against Autodesk that is similar to the Claims of at least 24 other customers or users, or if You and at least 24 other customers or users with Claims against Autodesk are represented by the same lawyers or by lawyers who are coordinating with each other (in either case, a “Mass Filing”), you and Autodesk agree to the following protocol:

ADR Services will randomly assign sequential numbers to each of the Claims included in a Mass Filing, after which the Claims numbered 1-10 will be designated the “Initial Test Cases” and will proceed to arbitration. The filing fees will be paid only for the Initial Test Cases; for all other Claims, the filing fees (together with any arbitrator consideration of the other Claims) will be

held in abeyance, and neither You nor Autodesk will be required to pay any such filing fees. The arbitrator will render a final award for the Initial Test Cases within 180 days after the initial pre-hearing conference, unless such period is extended by the arbitrator. Thereafter, the results of the Initial Test Cases will be given to a mediator, and such mediator and the parties will have 90 days from the mediator's appointment (the "Mediation Period") to agree on a resolution or substantive methodology for resolving the remaining Claims. If the parties are unable to resolve the remaining Claims during the Mediation Period, either party may choose to opt out of the binding arbitration process and proceed in court with the remaining Claims. Notice of any opt-out must be provided in writing within 60 days after the close of the Mediation Period. Absent notice of an opt-out, the remaining Claims will be arbitrated individually in the order determined by the sequential numbers assigned to the Claims in the Mass Filing. Filing fees for each Claim will be due upon commencement of the arbitration of such Claim.

(iv) Determination of Arbitrability, Enforcement of Rights

The arbitrator will have the right to determine the arbitrability of any Claim.

Notwithstanding the foregoing arbitration provision, each party may enforce its, or its licensors', patent, copyright, or trademark rights in any court of competent jurisdiction.

(c) Waiver of Class or Consolidated Actions

All Claims arising out of, or relating to, an Offering or these Terms must be arbitrated or litigated on an individual basis and not on a class basis. Claims of more than one customer or user cannot be arbitrated or litigated jointly or consolidated with those of any other customer or user.

(d) Injunctive and Other Equitable Relief

Notwithstanding any other provisions of these Terms, if a Claim is subject to resolution in the specified court or courts under Section 17.4(a) (General) above, Autodesk may apply for injunctive relief and other equitable remedies (or their equivalent) in any jurisdiction or forum, including any available court. If a Claim is subject to arbitration, either party may apply to a court of competent jurisdiction for interim measures necessary to preserve the parties' rights, including pre-arbitration attachments or injunctions, and any such request will not be deemed incompatible with, or a waiver of, the agreement to arbitrate.

17.5 Force Majeure

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, pandemic, flood, sanctions, embargoes, strikes, lockouts or other labor disturbances, civil unrest, 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 or orders of civil and government 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.

17.6 Export

When You obtain, access or use an Offering, You will 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 will 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 will obtain U.S. government and any other required authorization before You obtain, access or use, or allow any person or entity to obtain, access or use, any Offering for a U.S.-restricted end use. Restricted end uses include work on nuclear, chemical or biological weapons or on missile systems capable of delivering them. You may 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 may 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 are solely responsible for compliance with all export control requirements applicable to Your Content and You may 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. Autodesk reserves the right to suspend or terminate Your Offerings for failure to comply with requests for additional export control related assurances or if Autodesk determines in its sole discretion that sanctions and/or export control related laws and regulations restrict the provision of products, services and/or other financial benefit.

17.7 Government

This Section 17.7 applies if You are a United States federal or other Governmental Entity. The Offerings are “commercial computer software” as defined at 48 C.F.R. § 2.101 and 48 C.F.R. § 252.227-7014(a)(1) and as the term is used in 48 C.F.R. §§ 12.212 and 227.7202, and, where services, are “commercial services” as defined in 48 C.F.R. § 2.101. The Offerings and related Documentation are provided to You and your Authorized Users, for use by You or on Your behalf, subject to these Terms and with only those rights as are granted to all other Autodesk customers and their Authorized Users pursuant to these Terms. These Terms apply to Governmental Entity customers and Authorized Users except to the limited extent You are prohibited by the laws of Your jurisdiction from accepting any provisions of these Terms. If and to the extent any provision of these Terms is so prohibited, such provision will be deemed modified only to the extent reasonably necessary to conform to applicable law but to give maximum effect to the provision as written.

17.8 Verification of Compliance

Autodesk reserves the right to verify Your compliance with these Terms and may, at its discretion, do so by providing you with a report regarding Your noncompliant use of Offerings and/or by conducting a remote or on-site audit (any such action, a “Verification”).

If a remote or on-site audit is required, Autodesk or its representative will provide You electronic written notification. You must use an Autodesk-approved tool to gather information from all devices accessing Your Offerings and obtain any necessary access and consent from Your Authorized Users. Within 15 calendar days of audit notification, You must submit Your audit results to the notifying party. Audit results must include machine IDs, serial numbers, Autodesk IDs, NT/Windows username, device ID and other information relating to Your Offerings.

If, through a Verification, Autodesk determines You are in violation of these Terms, You must immediately purchase new Offerings at least equal to the total of the value of the identified noncompliance and Autodesk’s reasonable costs to complete the Verification.

Failure to comply with this Section 17.8 is a material breach of these Terms. Autodesk reserves the right to suspend and/or terminate Your access to Offerings as set forth in Section 16.2 above, as well as to seek any other remedies available at law or in equity as set forth in Section 17.4 (Autodesk Party, Governing Law, Dispute Resolution) above.

17.9 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.

17.10 Severability

If and to the extent any provision of these Terms is held unenforceable under applicable law, (a) 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 (b) such provision will be ineffective only as to the jurisdiction in which it is held unenforceable without affecting enforceability in any other jurisdiction.

17.11 Notices

Any notices by You to Autodesk will be sent by postal mail or delivery service to Autodesk, Inc., The Landmark @ One Market, Ste. 400, San Francisco, CA 94105 USA, Attention: Chief Legal Officer. 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 (a) by email to the registered email address associated with Your account, (b) by posting to Your account, (c) by posting within an Offering (for example, through an in-Offering notification function or sign-in notification), (d) by postal mail or delivery service to the address associated with Your account, or (e) in any other manner deemed reasonable by Autodesk that involves specific notification to You. Notices from Autodesk to You will, (i) in the case of notices by email, be effective one day after being sent and (ii) 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.

17.12 Entire Agreement, No Waiver

These Terms, including any Additional Agreement and any Special Terms (which are incorporated by reference 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. Any access to or use of an Offering is expressly conditioned on the application of these Terms, and any other terms are expressly rejected.

If there is any conflict between these General Terms and any Special Terms, the Special Terms will control in relation to their subject matter. If there is any conflict between these General Terms or the Special Terms and the Additional Agreement, the Additional Agreement will control in relation to its subject matter to the extent set forth in the Additional Agreement.

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.

17.13 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 are required to 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.
The Landmark @
One Market, Ste. 400
San Francisco, CA 94105
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.

18 L4 = Definitions

“**Additional Agreement**” means any agreement signed directly with an Autodesk entity that expressly supplements or amends the Terms (for example, an enterprise business agreement).

“**Authorized Users**” or “**Your Authorized Users**” means (a) You (if You are an individual) and (b) identified individuals (such as Your individual employees, consultants and contractors and other individuals accessing and using an Offering) 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 Section 17.4 (Autodesk Party, Governing Law, Dispute Resolution) above.

“Benefits” means any benefits made available to You or Your Authorized Users by Autodesk. Benefits are typically based on the type or level of Offering for which You subscribe. Benefits may include access to Updates and Upgrades, rights to previous versions, additional Software or Cloud Services, pre-release versions, APIs, global use 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.

“Cloud 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. Cloud Services may include software as a service (SaaS) and remote storage or processing of data.

“Confidential Information” means information not generally known to the public that is (a) made available or disclosed by a Disclosing Party to a Receiving Party in writing and (b) designated by the Disclosing Party in writing as Confidential. Nonetheless, Confidential Information does not include (i) 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; ii) any of Your Content that You send to, or allow to be accessed by, a third party through an Offering; or (iii) any Feedback. Autodesk Confidential Information in any event includes the non-public aspects of (A) any Offerings and any related product plans, technology and other technical information (including APIs and any elements of Your Development using, disclosing or based on use of the APIs) and (B) business negotiations.

“Covered Offering” means any Offering for which you have paid Autodesk a subscription fee of more than US\$100 in the previous 12 months, excluding any Offering that has been modified by You or at your direction, and excluding any Third-Party Material/Services.

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

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

“Governmental Entity” means any nation or government, including the United States federal government, any state, municipality, or other political subdivision thereof, and any entity, body, agency, commission, department, board, bureau, or judicial body pertaining to government, and any employee or official thereof.

“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 data, treatment of such personal data will be pursuant to the [Privacy Statement](#). [LINK]”

“Offerings” means Software, Cloud Services, and Benefits provided by Autodesk, and any subscriptions for such items.

“Offering Identification” means one or more designations by Autodesk that set forth (as applicable) the name of an Offering; the Offering Type; and the permitted number, Territory, and length of Your subscription. The Offering Identification may be (a) provided in a written confirmation or other notice issued to You by Autodesk, posted to Your account, transmitted via email, or otherwise made available to You; (b) located in the Offering or on or with any Autodesk packaging; or (c) obtained from Autodesk on request. Offering Identification does not include any designation, confirmation, packaging or other document provided by a reseller, distributor, or other third party.

“Offering Type” means the license type specified by Autodesk for a subscription (for example, single-user, multi-user, or Flex). Offering Types are set forth on [Offering Types & Benefits](#) [LINK].

“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 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 Section 19 (Country/Jurisdiction-Specific Terms) below.

“Updates” means security fixes, hot fixes, patches and other updates (including new features, new functions and other modifications released between Upgrades).

“Upgrades” means new versions of Offerings, or add-ons to or additional products associated with Offerings, as determined by Autodesk.

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

19 L4 = Country/Jurisdiction-Specific Terms

Notwithstanding the other provisions 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:

19.1 United Kingdom; Member States of the European Union and European Economic Area

- (a) If You acquired Your subscription in a Member State 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.
- (b) 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 or the European Economic Area 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.
- (c) Nothing in these Terms will exclude or restrict (i) Autodesk’s liability for death or personal injury caused by Autodesk’s negligence or willful misconduct, (ii) other damages caused to You by Autodesk’s fraud, willful misconduct or gross negligence, (iii) if applicable, Autodesk’s strict liability for defects of products under applicable statutory law of a Member State of the European Union or the European Economic Area (e.g., the German Product Liability Act), or (iv) any other liability that cannot be excluded or restricted under applicable law.
- (d) The following provisions apply if You are contracting with Autodesk Ireland Operations Unlimited Company (“Autodesk Ireland”) as a consumer and are a resident of either the United Kingdom or a country that is a Member State of the European Union or the European Economic Area. These provisions will control in case of a conflict with other provisions of these Terms.
 - (i) **Governing Law and Jurisdiction.** If you are a consumer resident of the United Kingdom, these Terms are governed by English law. If you are a consumer resident of a country that is a Member State of the European Union or European Economic Area, these Terms are governed by Irish law. Nothing in these Terms will deprive You of the protections granted to You by 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) **Assignment.** If Autodesk assigns or otherwise transfers these Terms, Autodesk will notify you of such transfer in advance and ensure that such transfer does not prejudice Your rights under these Terms. You may terminate these Terms (including any subscriptions hereunder) within thirty (30) days of receipt of such notice of transfer, and, if a resident of the United Kingdom, receive a refund for the prorated portion of any prepaid fees applicable to the remaining Offering Term of Your affected subscriptions. If You wish to assign or otherwise transfer these Terms (and your rights and obligations under these Terms) to another entity, You must deliver written notice to Autodesk requesting consent to such transfer. Autodesk's consent to such transfer is subject to (1) Your demonstration that the transferee will comply with these Terms, (2) Your agreement to remain responsible for the transferee's compliance, (3) Your agreement to no longer access or use any Offerings subject to these Terms, and (4) any other conditions deemed reasonable by Autodesk.
- (iii) **Changes to Terms.** If Autodesk modifies any of these Terms (whether needed to comply with applicable law or regulation, or for justified commercial, technical, security or operational reasons), Autodesk will provide reasonable notice of such modifications to You in advance of their effective date.
- (1) If You are a consumer resident of a Member State of the European Union or the European Economic Area, You may reject any such modifications (except those required by law or regulation) by providing notice of rejection via email (within 30 days of the effective date) to the following email address Terms.Modification.Rejection@autodesk.com, or in any other manner, specified in the notice of modification. If you do not provide notice of rejection within such time period, You are deemed to have consented to any noticed modifications, unless Your explicit consent is required under the laws applying to You.
- (2) If You are a consumer resident of the United Kingdom and do not agree with such modifications, You may terminate these Terms before the noticed effective date and receive a refund for the prorated portion of any prepaid fees applicable to the remaining Offering Term of Your affected subscriptions.
- (iv) **Changes to Offerings.** You acknowledge that Autodesk may change (including suspend or withdraw) Offerings to which You have subscribed from time to time, including when needed to comply with applicable law or regulation, for justified commercial, technical, security, or operational reasons, or to make any improvements to Your access to and use of the Offerings. For existing subscriptions, any such changes will be made without additional cost to You, and Autodesk will

- provide reasonable advanced notice of any such changes, in a clear and comprehensible manner, where required under applicable law. If You do not agree with such changes, You may terminate your subscription to the changed Offering within 30 days of the later of (1) Your receipt of the notice of Offering change or (2) the effective date of the change, and You will receive a pro-rata refund for the unused Offering Term.
- (v) **Liability of Autodesk.** Notwithstanding Section 14.3 (Limitations on Liability) above and Section 17.12 (Entire Agreement, No Waiver) above, such sections will not exclude Autodesk's liability to You for: (1) misrepresentations in voluntary statements about an Offering made by Autodesk to You that You rely on in purchasing the Offering; (2) 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; (3) if applicable, Autodesk's breach of implied terms that cannot be excluded or restricted under English law (including implied terms relating to satisfactory quality of, fitness for a particular purpose of, conformance to pre-contractual information relating to, or Autodesk's right to supply, digital content); or (4) if applicable, consequential or indirect losses that cannot be excluded or restricted under English law.
 - (vi) **Statutory Warranties.** You may have statutory warranty rights under the law applying to You that cannot be excluded or restricted by agreement between You and Autodesk in advance. Such warranty rights will remain unaffected by these Terms. Autodesk offers or makes no further implied or statutory warranties or conditions regarding the Offerings, and explicitly disclaims all implied warranties and conditions to the maximum extent permitted by applicable law.
 - (vii) **Consumer Right of Withdrawal.** Under applicable law, consumer residents of a Member State of the European Union or the European Economic Area have a statutory right to withdraw from their subscription to an Offering within 14 days of its purchase. How this right may apply is explained in Consumer Right of Withdrawal Information [\[LINK to form below\]](#). Please note that Your more favorable rights of return for refund that Autodesk voluntarily grants You under Section 3 (Return for Refund) above are not affected by this statutory right of withdrawal.
- (e) **Contact Us.** You may contact Autodesk Ireland by calling +353 1 571 8800, emailing Autodesk.Ireland.Inquiries@autodesk.com, or writing to Autodesk Ireland Operations Unlimited Company, 1 Windmill Lane, 2nd Floor, Dublin, Ireland D02 F206.
 - (f) 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.

19.2 Australia

These Terms form a contract between You and the Autodesk Party set out in Section 17.4 (Autodesk Party, Governing Law, Dispute Resolution) above which governs Your access to, and use of, Offerings. However, You may have Additional Agreements with local Autodesk affiliates, subsidiaries, or their resellers, distributors, or similar third parties for the purchase of those Offering(s). The following provisions apply to such purchases by Australian consumers:

- (a) The warranty provided in Section 14.1 (Limited Warranty) above is provided by Autodesk Australia Pty Ltd, or the Autodesk subsidiary or affiliate indicated on your quote, invoice or Offering Identification. Please use the address and contact details set out on your quote, invoice or other Offering Identification, or contact Autodesk Australia Pty Ltd at Level 17, 1 Denison Street, North Sydney, NSW 2060, Australia (phone: (02) 9844 8000; email: Autodesk.Australia.Warranty.Claims@autodesk.com), to make a claim under the warranty provided in Section 14 (Limited Warranty) above. Please have details of Your Offering, serial number, place of purchase, details of the defect and Your return contact details prior to contacting us. The warranty provided in Section 14 (Limited Warranty) above is in addition to other rights and remedies you have at law.
- (b) Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:
 - (i) to cancel your service contract with us; and
 - (ii) to a refund for the unused portion, or to compensation for its reduced value.
- (c) You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done, you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.
- (d) Autodesk will not be responsible for user error and may refer any such issues to a supporting reseller, distributor or similar third party, if any. You may be required to return the Offering to the address we provide to You at the time, at Your own cost.
- (e) 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.

19.3 Mainland China, Hong Kong, and Macau

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; and if You acquired Your subscription in Macau, the "Territory" for such subscription is Macau.

[Posted to a linked page]

EU & EEA Consumer Right of Withdrawal Information

Residents of the European Union or the European Economic Area who are acting as a consumer (i.e., for a purpose which may be regarded as being outside Your trade, craft, or profession) have the following statutory right to withdraw from their contract with Autodesk:

INSTRUCTION ON THE STATUTORY RIGHT OF WITHDRAWAL

Right of Withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day of the conclusion of the contract.

To exercise the right of withdrawal, You must inform us, Autodesk Ireland Operations Unlimited Company at 1 Windmill Lane, 2nd Floor, Dublin, Ireland D02 F206 or Consumer.Withdrawal@autodesk.com of Your decision to withdraw from this contract by an unequivocal statement (e.g., a letter sent by post or e-mail). You may use the attached model withdrawal form, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for You to send Your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of Withdrawal

If You withdraw from this contract, we will reimburse to You all payments received from You, including the costs of delivery (with the exception of the supplementary costs resulting from Your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about Your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as You used for the initial transaction, unless You have expressly agreed otherwise; in any event, You will not incur any fees as a result of such reimbursement.

If You requested to begin the performance of services during the withdrawal period, You will pay us an amount which is in proportion to what has been provided until You have communicated us Your withdrawal from this contract, in comparison with the full coverage of the contract.

Model Withdrawal Form

(Complete and return this form only if you wish to withdraw from the contract)

To: Autodesk Ireland Operations Unlimited Company
1 Windmill Lane, 2nd Floor
Dublin, Ireland D02 F206

Consumer.Withdrawal@autodesk.com

I/we* hereby give notice that I/we* withdraw from my/our* contract of sale of the following goods*/for the provision of the following services*:

Ordered on*/received on*:

Name of consumer(s):

Address of consumer(s):

Signature of consumer(s) (only if this form is notified on paper):

Date:

**Delete as appropriate.*

END OF INSTRUCTION ON THE STATUTORY RIGHT OF WITHDRAWAL

Acceptable Use Policy

Your access to and use of any Autodesk Offerings (including Software, Cloud Services, and Benefits) are conditioned on your compliance with the rules set forth in this Acceptable Use Policy, which Autodesk may update from time to time. Capitalized terms not otherwise defined below will have the meaning assigned to them in the [General Terms \[LINK\]](#).

You agree that you will not:

1. Upload, post or otherwise transmit any information or material that is or may be:
 - false, libelous, defamatory, fraudulent, or otherwise unlawful or tortious;
 - threatening, abusive, harassing, degrading, hateful or intimidating, or that otherwise fails to respect the rights and dignity of others;
 - obscene, indecent, pornographic, or otherwise objectionable;
 - related to minors or harmful to minors in any way;
 - 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, controlled unclassified information, export controlled 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;
2. Remove any copyright, trademark, confidentiality, or other proprietary rights notice from any Offering, Documentation, or related material;
3. Remove, disable, or otherwise limit the effectiveness of any technical protections, including those 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;
4. Use any Offerings in any way that is fraudulent or otherwise unlawful or tortious, or has any fraudulent or other unlawful or tortious purpose or effect;
5. Impersonate any person or entity, or falsely state or otherwise misrepresent your (or your company’s) affiliation with any person or entity in connection with use of any Offerings;

6. Use any Offerings to promote or provide instructional information about illegal activities, promote physical harm or injury against any group or individual, or promote any act of cruelty;
7. Use any Offerings in connection with any inherently dangerous application, including any product, part, service, or other application that could result in death, personal injury, catastrophic damage, or mass destruction;
8. Use any Offering or related Output in connection with the training of any machine learning or artificial intelligence algorithm, software, or system;
9. 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;
10. 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;
11. 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;
12. 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");
13. Collect or store personal data about any person or entity, from or with an Offering, without the requisite rights to do so;
14. Unbundle the component parts of any Offering for use separate from each other or on different electronic devices (except as expressly permitted in writing by Autodesk);
15. Use or access Software made available as part of a Cloud Service separately from the applicable Cloud Service (except as may be expressly permitted in writing by Autodesk);
16. Intentionally or unintentionally violate any applicable local, state, national, or international law, including, but not limited to, all applicable export control laws and regulations; or
17. Violate the General Terms or any applicable order form or End User License Agreement.

OFFERING TYPES AND BENEFITS

Effective Date: May 15, 2023

Capitalized terms not otherwise defined below will have the meaning assigned to them in the General Terms. Offering Benefits may vary depending on the Offering. The Offering Types and 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.

Definitions

"**Administrator**" or "**Admins**" means personnel who You authorize to use Autodesk user management capabilities to designate Teams and manage access to Offerings and related Offering Benefits by Your Authorized Users assigned to such Teams. There are different types of Administrators that You can designate, including primary, secondary, and SSO Administrators.

"**Approved Country**" means a country or jurisdiction listed on the Approved Country List located here: <https://www.autodesk.com/company/legal-notices-trademarks/access-use/subscription-offerings>.

"**Autodesk ID**" means a unique user identification used by Autodesk to identify a specific, unique individual Authorized User.

"**Collection**" means two (2) or more Autodesk products bundled together based on industry.

"**Non-Approved Country**" means any country or jurisdiction that is not listed on the Approved Country List.

"**Offering Benefits**" means the various benefits available for each Offering, including Plan Benefits. Certain Offering Benefits and Plan Benefits are not available for all Offerings. To determine which Offering Benefits and Plan Benefits are available for an Offering, as well as any additional limitations and conditions on access or use of that Offering, see the Documentation for that Offering.

"**Offering Types**" means the types of subscription available for each Offering. Certain Offering Types are not available for all Offerings. To determine which Offering Types are available for an Offering, see the Documentation for that Offering.

"**Plan Benefits**" means the administrative, customer, technical, and other support provided by Autodesk for certain Offerings. Plan Benefits are not available for all Offerings. To determine which Plan Benefits are available for an Offering, see the Documentation for that Offering.

"**Premium**" means the Premium plan, wherein Premium Plan Benefits are provided unless otherwise indicated herein.

"**Standard**" means the Standard plan, wherein Standard Plan Benefits are provided unless otherwise indicated herein.

"**Team**" means a group of unique Authorized Users defined and managed by a given primary Administrator.

Offering Types

Autodesk offers the following Offering Types:

- **Single User**, which may be described or labeled as "single-user", "individual", "named user" or similar

- **Multi User**, which may be described or labeled as “multi-user” or similar
- **Flex**
- **Education**, and
- **Cloud Credits**

Each Offering Type, its associated Offering Benefits, and its legal terms and conditions are set forth below. Offering Benefits shall only be available as expressly provided below and, as applicable, in the section titled “Plan Benefits” herein.

For Offerings purchased prior to May 18, 2018, and maintenance plans purchased at any time, see here: <https://www.autodesk.com/company/legal-notices-trademarks/access-use/subscription-offerings>.

Special Terms [\[LINK\]](#) may apply to Your access and use of certain Offerings and Offering Benefits, and such access and use is conditioned on Your agreement to the indemnification included in the Special Terms.

Commented [CL1]: Link to Special Terms

Single User

Single User supports individuals that seek to use Autodesk products on their own.

For any Single User Offering, each Authorized User must be assigned a unique Autodesk ID. The Authorized User must log in using their Autodesk ID to install and/or access each Single User Offering, and no one else may use the same Autodesk ID to access and/or use such Offering.

Your Authorized User may install the Software on up to three (3) Electronic Devices, but they may use only one (1) Electronic Device at a time to access the Software. For any Collection, Your Authorized User may install the Software for each offering titles in a Collection collectively on up to three (3) Electronic Devices. Your Authorized User may simultaneously use any Software titles in the Collection, but they may use only one (1) Electronic Device at a time to access any Software titles in the Collection.

You may reassign Your Single User subscription from one (1) individual Authorized User to another individual Authorized User if You follow and complete Autodesk’s policy and process for reassignment and comply with these Terms. 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 that Education Offering can be found in the section titled “Education” herein.

Certain Single User Offerings are not eligible for Premium Plan Benefits.

Single User Global Use Rights. For Single User Offerings, You and Your Authorized Users may use such Offerings globally, subject to the table below. Global use rights are determined by the Territory in which you purchased the Offering. The Territory is identified in the commercial transaction documents applicable to Your purchase. Support while traveling outside the Territory is available according to the support hours for the country and region in which You are traveling.

Global Use rights for Single User Offerings	
Territory	Global Use rights
Approved Country	You and Your Authorized Users may access and use the Single User Offering worldwide.
Non-Approved Country	You and Your Authorized Users may access and use the Single User Offering in the Territory, any other Non-Approved Country, and, for no more than 90 days in a 12-month period, an Approved Country.

Multi User

Multi User supports Teams that seek to use Autodesk products.

For any Multi User Offering, Your Authorized Users are limited to: (a) Your individual employees, and (b) Your consultants and contractors, to the extent they work on Your premises and/or 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 as specified in Your subscription documentation or other technical limit or subscription limit imposed by Your subscription. Your Authorized Users may access the Offerings via Your local area network (LAN) or virtual private network (VPN), but either such network must use current industry standard security, encryption and protection practices to prevent unauthorized use.

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; and (ii) install copies of the corresponding Software on Electronic Devices used by Your Authorized Users.

Multi User Global Use Rights. For Multi User Offerings, provided that the Territory in which You purchased the Offering was 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 (Your "**Home Country**"), You and Your employees may install and access such Offering outside the Territory on one (1) unique Electronic Device per individual that is traveling – i.e., You or Your employee, respectively. While You or Your employee are located outside the Territory, such Offering may not be copied or transferred to any other Electronic Device or accessed by anyone other than You or Your individual employee while outside the Territory.

Support while traveling outside the Territory is available according to the support hours for the country and region in which You are traveling.

For Multi User Offerings, You or Your employees may install and access a copy of a purchased Offering on one (1) Electronic Device located in the Territory but away from Your business site, so long as access and use is only for Your own internal business needs, including but not limited to individual employee training on use of the Offering, including any previous versions You may be entitled to use and any related materials (a "**Home Use Copy**"). Access to and use of any Home Use Copy is subject to the following conditions: (a) the number of Home Use Copies that You or Your employees install may not exceed the number of seats you have purchased for the Multi User Offering; (b) You must follow the processes and policies set out from time to time by Autodesk for requesting and using a Home Use Copy; (c) You or Your employee may not access or use two (2) or more Multi User Offering seats concurrently (e.g., at Your business site and a Home Use Copy); (d) to access and use the so-called second copy of the Offering, You must receive a Home Use Copy authorization code from Autodesk, and Your right to use a Home Use Copy starts when Autodesk issues you such authorization code and ends on the earlier of termination or expiration of your Multi User subscription or thirteen (13) months from the date Autodesk issued you such authorization code; (e) Home Use Copies are not permitted for Upgrades; (f) in the event of loss, a Home Use Copy will not be replaced or reissued; (g) Autodesk does not provide Support to Home Use Copies; and (h) if the employment of Your employee, who has a Home Use Copy, terminates, You are responsible for terminating that individual's access to such Home Use Copy.

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. For the terms and conditions governing Switched Subscriptions, see here: <https://www.autodesk.com/company/legal-notices-trademarks/switched-subscriptions-terms-and-conditions>.

Authorized Users other than You or Your employees are not eligible for Global Use rights.

Flex

Flex enables Authorized Users to access eligible Autodesk products on demand with Tokens.

Any Offering eligible for Flex is listed on the Flex Rate Sheet and is known as a “**Flex Offering**.” Each Flex Offering is listed in the Flex Rate Sheet. “**Flex Rate Sheet**” means the current Autodesk document listing Flex Offerings and the applicable number of Tokens required to access and use an Offering as specified in the Flex Rate Sheet. The Flex Rate Sheet can be found here: <https://www.autodesk.com/flexratesheet>. “**Token**” means the individual unit of measurement that may be applied toward access to and use of Flex Offerings in accordance with the consumption rates shown on the Flex Rate Sheet. A Flex Token is exclusive to Flex and cannot be used in place of tokens, credits or other similar proxies associated with other Offerings. Non-Flex tokens, credits or other similar proxies associated with other Offerings cannot be used for Flex.

All Flex Offerings have an associated Token Rate (which may be zero in some cases), as specified in the Flex Rate Sheet. “**Token Rate**” means the rate at which a Flex Offering consumes Tokens when the Flex Offering is first accessed by an Authorized User. For Token Rates measured on a per-day basis, the “day” is the contiguous twenty-four (24)-hour period that begins when an Authorized User first launches the Flex Offering. When an Authorized User launches a Flex Offering, Tokens will be consumed at the applicable Token Rate until the Authorized User exits that Flex Offering.

Flex Offering Features and Details. For any Flex Offering, You may assign an unlimited number of Authorized Users, but each Authorized User must be registered, set up in Autodesk Account, and assigned to a Team with access to at least one (1) Token Pack. Each of Your Authorized Users may install Flex Offering Software on up to three (3) Electronic Devices, but each such Authorized User may only access and use such Software on one (1) Electronic Device at a time. “**Token Pack**” means a specified quantity of Tokens purchased as a unit. You may purchase additional Token Packs at any time, including multiple Token Packs as part of a single purchase or single Token Packs at different points in time. Individual Tokens and partial Token Packs are not available.

Flex Offerings have no fixed contract term. All Tokens expire twelve (12) months from the date of purchase of the Token Pack containing those Tokens. No credit, refund or other accommodation will be provided by Autodesk in connection with Token expiration. You may not transfer, sell, sub-license, or otherwise convey Your Tokens to another party. For more information, see the compilation of business information regarding the Flex Offering model which may include but is not limited to purchasing or other offering operational rules, requirements, policies or other limitations or conditions, Administrator and Authorized User best practices, and other general information regarding the Flex Offering (“**Flex Offering Materials**”). Flex Offering Materials can be found here: <https://www.autodesk.com/benefits/flex#faq> and <https://www.autodesk.com/manageflex-faq>

When the Tokens Packs assigned to Authorized Users have been completely consumed and no Tokens remain, those Authorized Users will be ineligible and unauthorized to access and use any Flex Offerings or the associated benefits, including those products that consume zero Tokens. When the Token Packs assigned to an Authorized User has Tokens remaining but in an amount insufficient to satisfy the required Token Rate applicable to a Flex Offering, such Authorized User will be ineligible and unauthorized to access and use any Flex Offering for which there are insufficient Tokens remaining, but they will remain eligible and authorized to access and use any Flex Offering for which sufficient Tokens remain and any Flex Offering that has a zero Token Rate. Autodesk reserves the right, without further notice, to shut off access to and use of Flex Offerings by Your Authorized Users in cases where You have a zero Token balance, insufficient Tokens or nonpayment of invoices when due. If You have an unpaid invoice, Autodesk also may restrict Your ability to purchase additional Token Packs.

Autodesk may, at any time, add, modify, or eliminate, in whole or in part, any Flex Offering, contents of the Flex Offering Materials or the Token Rates contained in the Flex Rate Sheet. Such additions, modifications, and eliminations will take effect immediately upon publication of a new Flex Rate Sheet or update to Flex Offering Materials, or on such later date as specified in the updated Flex Rate Sheet or Flex Offering Materials.

Flex Offering Benefits. The Offering Benefits for Flex available to Your Authorized Users will depend on whether those Authorized Users also are assigned to other types of Offerings and, if so, the applicable Plan Benefits of those Offerings.

If a Flex Authorized User is not also assigned to any other Offering Type or is additionally assigned to one (1) or more Single User subscriptions on Standard, the Offering Benefits available for that Flex Authorized User will be the same as the benefits available to that Authorized User for Single User subscriptions on Standard, except for reporting, which, for Flex only, will be as described herein in the section titled Flex Usage Reporting and Related Requirements.

If a Flex Authorized User is also assigned to any other Offering on Premium, then the Flex Offering Benefits for that Authorized User will include Premium Plan Benefits.

Exceptions to the Flex Offering Benefits, if any, will be included in the Flex Offering Materials.

Flex Global Use Rights. For Flex Offerings, whether purchased in an Approved Country or a Non-Approved Country, You and Your Flex Authorized Users may access and use such Flex Offerings worldwide. Authorized Users other than You or Your employees are not eligible for Global Use rights.

Flex Data Collection and Use. Autodesk will monitor use of Flex Offerings by collecting Authorized User Flex Offering usage data, if available, on an ongoing basis. You or Your Administrator, as applicable, will have access to reporting related to such usage data and the associated Token consumption. Autodesk will process this data to generate applicable usage reports, maintain and/or deliver the Flex Offering and related Benefits and assist You or Your reseller with sizing and quoting additional Token purchases. For Flex, Autodesk (a) collects and meters usage data as each Authorized User, assigned by You, consumes Tokens by accessing and using such Offering, (b) provides You with usage data regarding Token consumption, and (c) subtracts Tokens from the total number of Tokens You have available based on the specific Offerings used by Your Authorized Users and the applicable Token consumption rate for each such Offering. Collectively, the foregoing in this section is referred to as the "Flex Data Collection and Use Purposes." For the avoidance of doubt, the terms in this section titled "Flex Data Collection and Use" do not affect Autodesk's right to use personal data received from or on behalf of You that Autodesk processes as a Controller for the purposes described in the Autodesk Privacy Statement, here: <https://www.autodesk.com/company/legal-notices-trademarks/privacy-statement>.

Flex Usage Reporting and Related Requirements. You will have access to reporting information related to Flex Token consumption, including Token balance and Token consumption as specified in the Flex Rate Sheet.

For any Flex usage reporting that You use, You 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 types of data described in the section titled "Flex Data Collection and Use". Without limiting the foregoing, You are specifically responsible for notifying Authorized Users of and/or obtaining their valid consent to collection and use of personal data for the Flex Data Collection and Use Purposes, where such notice and consent are required.

Education

Certain Autodesk products are available to Students, Faculty, Qualified Educational Institutions, Design Competition Users, and Other Authorized Education Users.

You must be an Education User to access or use an Education Offering, including any Software licensed as an Education Offering or other Education subscription. To qualify as an Education User, you must be a Student, Faculty, Design Competition User, Qualified Education Institution or Other Authorized Education User, as discussed in this Education Section. You may be required to show proof of eligibility if requested

by Autodesk to access or continue to access Education Offerings. Educator Users may only use an Education Offering for purposes related to learning, teaching, or research and development as part of the instructional functions performed by a Qualified Educational Institution or an Other Authorized Education User. Education Users may not access or use the Education Offering for commercial or professional purposes, training classes (including but not limited to classes open to the public), facilities management, or other for-profit purposes. Education Offerings may not be used by the facilities department of a Qualified Educational Institution. 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, and Students and Faculty may be required to use their own individual Autodesk ID to access and/or use certain Offerings.

You are an Education User if you are any of the following: (a) 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 ("**Qualified Educational Institution**"); (b) an individual person who is an employee or independent contractor working for a Qualified Educational Institution ("**Faculty**"); (c) 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 here: <https://damassets.autodesk.net/content/dam/autodesk/www/Company/legal-notice-trademarks/education-special-terms/eng-final-minimum-age-requirements-02-03-2022.pdf> (a "**Student**"); (d) a Student or other individual who is registered and accepted or otherwise approved by a design competition organizer as an Autodesk-sponsored design competition participant (and, upon request by Autodesk, able to provide proof of such status) or an individual who provides guidance, advice, coaching, or instruction to competitors engaged in competing in an Autodesk-sponsored design competition (and, upon request by Autodesk, able to provide proof of such status) (each a "Design Competition User"), solely for purposes directly related to an Autodesk-sponsored design competition (for a list of Autodesk-sponsored competitions, please see the Autodesk Education Community (or successor site thereto): <https://www.autodesk.com/education/competitions-and-events/all-competitions>); or (e) an individual user otherwise authorized in writing by Autodesk to access and use an Education Offering (an "**Other Authorized Education User**");

Examples of Qualified Educational Institutions include, without limitation, public or private: (i) middle schools and high schools, (ii) junior colleges, (iii) colleges, universities and technical schools, and (iv) home-school programs which belong to a nationally recognized home-schooling body or are expressly recognized by a local school governing body as an acceptable alternative to an accredited educational institution. The term "Qualified Educational Institution" does not include non-accredited educational institutions; training centers; churches and other places of worship; hospitals, healthcare systems and research laboratories; libraries; and museums ,

Your entitlement to use any Education Offering commences when we grant You access and ends upon the earlier of (w) the expiration of the term Autodesk specifies for the Education Offering or, if no term is specified, one (1) year thereafter; (x) the date You no longer qualify to use Education Offerings; (y) the date Autodesk discontinues the Education Offering; or (z) upon notice from Autodesk that Your Education Offering access is ending.

You may install copies of the Software You have licensed or subscribed to solely on Electronic Devices owned or controlled by You. 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.

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). If You combine or link any Output or other data created with such Education Offering with other work product or 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 Outputs created with such Education Offerings with other work product or 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 have access to the Autodesk Education plan. For more information about the Education plan, please see here: <https://www.autodesk.com/buying/plans>.

If Your Education Offering is described as "Education Single User," and you are (a) a Student accessing the Education Offering or (b) Faculty accessing the Education Offering solely for your individual use, 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.

If Your Education Offering is described as "Education Single User," and you are Faculty managing multiple education single-user subscriptions for a class, cohort, or other group of Students, then (i) You may only assign each subscription to one (1) of Your Authorized Users at a time; (ii) You must verify that each of your Authorized Users is an Education User; (iii) You agree that you will only provide access to Education Users; and (iv) You may administratively reassign Your education 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. Autodesk's policy and process for reassignment includes, but is not limited to, ensuring that each individual Authorized User has a unique Autodesk ID and that the education single-user subscription is assigned to the Autodesk ID for the unique Authorized User who is actually accessing and using the subscription.

Educational Multi-seat Stand-alone. If Your Education Offering is described as "Educational Multi-seat Stand-alone," then You may install copies of the specific release of the Offering designated in the applicable Offering Identification on no more than the permitted number of computers specified in the Offering Identification, and permit access to such copies of the Offering solely by Education Users. The Offering may be installed only on one (1) computer and may not be installed on, or operated, viewed or otherwise accessed from or through any other device (e.g., through a network connection of any kind).

Educational Network. If Your Education Offering is described as "Educational Network," then You may install copies of the specific release of the Offering designated in the applicable Offering Identification on a single file server computer and access such Offering on multiple computers on a "**Networked Basis**" (i.e., a computing environment that includes a computer acting as a file server which allows the Offering installed on such computer to be uploaded and installed to, and operated, viewed or otherwise accessed from, other computers through a local area network (LAN) connection or through a secure virtual private network (VPN) connection employing current industry standard encryption and protection practices) and permit access to such copies of the Offering solely by Education Users, only so long as the maximum number of concurrent Education Users does not exceed the permitted number of Education Users specified in the Offering Identification.

Educational Stand-alone (Individual) (as licensed from May 18, 2018 through August 3, 2020). If Your Education Offering is described as "Educational Stand-alone (Individual)," then You may install a copy of the specific release of the Offering designated in the applicable Offering Identification on two (2) computers (or as otherwise authorized in writing by Autodesk), and permit access to such copy of the Offering solely by Education Users. The Offering may only be installed on a single computer and may not be installed on, or operated, viewed or otherwise accessed from or through any other device (e.g., through a network connection of any kind).

Other Education users. If Your Education Offering was licensed prior to May 18, 2018, it is subject to the terms of the applicable License and Services Agreement and the General Terms.

Governing Law for Public Educational Institutions. If You are a Qualified Educational Institution that is majority-owned by or is a legal branch or agency of a state or local government ("**Public Educational Institution**") located in the United States of America or Canada, then these terms related to Education Offerings (including these Terms, the General Terms, and any applicable License and Services Agreement; together, the "**Education Terms**") will be governed by and construed in accordance with the laws of the state or province of the main campus for such Public Educational Institution. Such laws will govern without reference to the conflicts-of-laws rules thereof. The UN Convention on Contracts for the

International Sale of Goods and the Uniform Computer Information Transaction Act will not apply to, and are excluded from the laws governing, this Agreement. Each party agrees that any claim, action or dispute arising under or relating to the Education Terms will be brought exclusively in, and the parties will be subject to the exclusive jurisdiction of, the local courts of the county in which the main campus of such Public Educational Institution is located or the administrative tribunal having exclusive jurisdiction over disputes involving Public Educational Institution, as applicable.

Family Educational Rights and Privacy Act (FERPA). Information on the Family Educational Rights and Privacy Act (FERPA) is available here: <https://www.autodesk.com/company/legal-notice-trademarks/access-use/website-terms-of-use/ferpa-terms>.

Cloud Credits

Cloud Credits may be required to perform certain tasks using Autodesk products, such as creating a rendering or running a simulation.

“**Cloud Credits**” are units of measure used across certain Autodesk consumption-based Web Services. You may purchase Cloud Credits or You may be granted Cloud Credits. Cloud Credits function similarly to Flex tokens, and, in most cases, Flex tokens have replaced Cloud Credits. The token rates included in the Flex Rate Sheet also apply to Cloud Credits. For more information, please see the [Flex Offering page](#).

Cloud Credit usage rates are determined by Autodesk and vary by service based on such elements as quality and size. Autodesk may change usage rates for Cloud Credits and product allocations from time to time, and the new rate is effective as of the date indicated in the Flex Rate Sheet. 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 beyond the allocated entitlement or designated expiration date. This does not imply continued use rights at the excess level or beyond the designated expiration date. Autodesk will charge You for any excess usage. For variable usage rates, Autodesk will endeavor to notify users of anticipated usage prior to running the service.

Product-Specific Offering Types

Assemble

Assemble Project

An Assemble Project subscription entitles You and an unlimited number of Your Authorized Users to access and/or use Assemble during Your Offering Term for the applicable number of Project purchases.

“**Project**” means up to eight (8) separate buildings at one single location.

Assemble Office

An Assemble Office subscription entitles You and an unlimited number of Your Authorized Users to access and/or use Assemble during Your Offering Term for any project within a one hundred (100)-mile radius of the physical address where the purchase of the subscription was transacted.

Assemble Region

An Assemble Region subscription entitles You and an unlimited number of Your Authorized Users to access and/or use Assemble during Your Offering Term for any project within a seven hundred fifty (750)-mile radius of the physical address where the purchase of the subscription was transacted.

Autodesk Forma

Commented [CL2]: Link to: <https://www.autodesk.com/buying/flex>

Notwithstanding anything contained in these Terms or in the General Terms, when the term of Your paid Autodesk Forma subscription expires or terminates, all of Your Authorized Users will be converted automatically to Viewers, and Autodesk will continue to store Your Content so that it remains accessible in Autodesk Forma to Viewers on the conditions described below. Such access to Autodesk Forma remains subject to these Terms.

Upon the expiration or termination of Your paid Autodesk Forma subscription, (i) so long as You are in compliance with these Terms, Autodesk will stop storing Your Content only upon advance notice to You, and (ii) otherwise, Autodesk may delete, without notice, any or all of Your Content, including backup and other copies thereof. This convenience does not relieve You of the responsibility for retaining and securing complete copies of Your Content at all times.

Autodesk Tandem

Subscription to Autodesk Tandem is tiered based on the number of Tagged Assets and Streams described below. Each subscription tier entitles You to (1) designate an unlimited number of Authorized Users, and (2) use Autodesk Tandem with an unlimited number of facilities.

Subscription Tier	Free ¹	Standard
Number of Tagged Assets	1,000 or less	10,000 ² /pack
Number of Streams	200	2,000

1. available with a limited set of features and permitted for use for Your internal business needs, subject to change or termination by Autodesk at any time without notice
2. with each standard tier adding an increment of 10,000 Tagged Assets and 2,000 Streams

Use Limit: You can view and monitor Your usage within Autodesk Tandem. If Your usage of Autodesk Tandem exceeds the subscription tier limit of Your purchase, You should either promptly remove such unauthorized Tagged Assets or issue a purchase order or signed quote to Autodesk within a reasonable time (no more than thirty (30) calendar days from the date of first overage) to purchase additional subscriptions. Overage constitutes a material breach of these Terms.

Any reference to “unlimited” usage in these Terms is subject to reasonable technical limitations, which Autodesk has the sole discretion to impose at any time without notice.

“**Element**” means any object imported into Autodesk Tandem from a data source, which may be physical elements such as walls, doors, windows, equipment, light fixtures, furniture, etc. or logical elements such as types, rooms, levels, etc.

“**Tagged Asset**” means any Element that has an asset type specified and additional asset data attached via the use of Autodesk Tandem. Elements that contain only data imported from the data source are not counted as Tagged Asset.

“**Streams**” means the data points or readings such as temperature and vibration that come from the connection of a physical device or sensor in Autodesk Tandem and are recorded at a user-defined frequency then stored for a specific retention period (the “**Time Series History**”). For the free tier, the Times Series History for an active subscription is fourteen (14) days. For the standard tier, the Time Series History for an active subscription is three (3) years.

BIM 360 Glue Service (User Packs) and BIM Collaborate

Your subscription to a BIM 360 Glue Service entitles You to grant Your Authorized Users the right to install and access Navisworks Manage and Point Layout made available by Autodesk to You, for use simultaneously with BIM 360 Glue Service during the applicable Offering Term.

The number of Single User subscriptions of Navisworks Manage and Point Layout to which You may grant Your Authorized Users access will be limited according to the BIM 360 Services User Packs that You have been granted, as follows:

User Packs	Number of subscriptions of Navisworks Manage and Point Layout
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)

Access to Navisworks Manage and Point Layout may be included with certain Autodesk BIM Collaborate subscriptions. If You have purchased an Autodesk BIM Collaborate subscription with pricing based on Represented Aggregated Project Value (as defined in Your purchase agreement for Autodesk BIM Collaborate) and Your Autodesk BIM Collaborate subscription includes access to Navisworks Manage and Point Layout, the number of Single User subscriptions of Navisworks Manage and Point Layout to which You may grant access to Your Authorized Users is limited to one (1) subscription for every USD \$25,000,000 of Represented Aggregate Project Value used to determine Your purchase price for Autodesk BIM Collaborate.

Fusion 360

Fusion 360 is available for startups. For more information, including who may qualify and how to apply, see here: <https://www.autodesk.com/campaigns/fusion-360/startups>.

Info360

Info360 Asset

Accounts for Authorized Users are differentiated by You within Info360 Asset according to role/permissions as follows:

Full Access: Full access privileges. Can import data, manage inspections, create risk and rehab analyses, etc. within Info360 Asset. You must purchase a Single User subscription for each Authorized User with Full Access privileges.

Field Inspector: More limited access privileges. Can access Info360 Asset functionality under the Inspections module and can only see, edit, and manage their own inspections. If You have purchased at least one (1) Single User subscription, You are entitled to purchase an unlimited number of Authorized Users with Field Inspector privileges.

Viewer: Most limited access privileges. Can access Info360 Asset in view mode only and cannot import or edit any data and/or analyses. If You have purchased at least one (1) Single User subscription, You are entitled to purchase an unlimited number of Authorized Users with Viewer privileges.

Info360 Insight

You must have a subscription to Info360 Insight to purchase Authorized Users for Info360 Insight. Your Info360 Insight subscription entitles You to purchase an unlimited number of Authorized Users. Info360 Insight may be used to monitor flows, processes, or assets associated with Your water, wastewater, or sewer network and associated storage, pump station, and other pressure and flow management facilities. For clarity, Info360 Insight cannot be used to monitor flows, processes, or assets that are located “inside the fence” within a water or wastewater treatment plant.

You may use up to the number of Channels corresponding to Your subscription tier below.

Subscription tier	Tier 1	Tier 2	Tier 3
Number of Channels	500	2,500	7,500

“**Channel**” means a referenceable physical or virtual time series data stream displayed within Info360 Insight that manifests as either a single, live, physical sensor data stream (e.g., flow, pressure, level, etc.) or a time series-calculated result from an analytic (e.g., a mass balance result, etc.).

Use Limit: Autodesk reserves the right to audit and/or monitor Your Channel utilization during Your Offering Term. If You require more Channels than the Channel limit for Your Subscription Tier, You must promptly purchase the appropriate number of Channels to accommodate this excess. Your subscription tier may not be downgraded (e.g., reduced from Tier 3 to Tier 2 or from Tier 2 to Tier 1) during Your Offering Term. Tiers (including number of Channels per Tier) are subject to change by Autodesk at any time.

Info360 Plant

You must have a subscription to Info360 Plant to purchase Authorized Users for Info360 Plant. Your Info360 Plant subscription entitles You to purchase an unlimited number of Authorized Users.

Info360 Plant may be used to monitor flows, processes, or assets that are located “inside the fence,” which are operations internal to Your water or wastewater treatment facilities along with associated water and solids distribution and storage facilities between the treatment facilities and the significant reservoir or tank storage facilities. For clarity, Info360 Plant cannot be used to monitor flows, processes, or assets associated with water or sewage distribution between storage facilities and end consumers or between wastewater producers and storage facilities upstream from a water or wastewater treatment plant.

You may process up to the number of Megaliters per Day (MLD) corresponding to Your subscription tier below.

Subscription tier	Tier 1	Tier 2	Tier 3	Tier 4
MLD	50	100	250	1000
MGD	13	26	66	264

“**Megaliters per Day (MLD)**” means the total volume (megaliters) of water or wastewater processed by Your plant in the preceding year (365 days) divided by 365. For convenience, the corresponding thresholds measured in million gallons per day (MGD) are also provided above.

Use Limit: Autodesk reserves the right to audit and/or monitor Your subscription tier during Your Offering Term. If the number of Megaliters per Day (MLD) processed by Your water or wastewater treatment plant

exceeds the limit for Your subscription tier, You must promptly purchase the appropriate tier to accommodate this excess usage. Your subscription tier may not be downgraded (e.g., reduced from Tier 3 to Tier 2 or from Tier 2 to Tier 1) during Your Offering Term. Tiers (including MLD per Tier) are subject to change by Autodesk at any time.

Prodsmart

For Prodsmart subscriptions or renewals purchased after March 28, 2023, the following terms apply:

Prodsmart Site License

Prodsmart is licensed per physical site (a “**Prodsmart Site License**”). A Prodsmart Site License entitles You and Your Authorized Users to access and/or use Prodsmart during Your subscription at a single specified physical location (“**Site**”). You will be entitled to create and assign Authorized Users for a Site, up to the maximum number of Authorized Users for the license tier You have purchased. Accounts for such Authorized Users will be created by You within Prodsmart. Autodesk, at its discretion, may offer additional support services, which may include reviewing and digitalizing customer documentation, data import and workflow setup and production tracking.

If You sign up for a free trial of Prodsmart, the following conditions apply:

- Support provided to You during your free trial is not necessary for You to implement and make full use of Prodsmart.
- If You purchase a Prodsmart subscription during your trial period, You accept responsibility for providing all necessary data to implement the Prodsmart service at your Site.

PLAN BENEFITS

Offering Benefits are described by Offering Type in the section titled “Offering Types” herein. In addition to Offering Benefits, Autodesk provides Plan Benefits for Offerings according to the type of Offering and the plan. Plan Benefits may include administrative, customer, technical, and other support, as described in this section.

Autodesk provides Plan Benefits by tier. The two (2) tiers of Plan Benefits are:

- **Standard**, and
- **Premium**

Plan Benefits may not be available for all Offerings. Most Offerings include Standard Plan Benefits unless otherwise indicated herein or in Documentation specific to that Offering. To receive Premium Plan Benefits, You must purchase Premium. Premium and/or Premium Plan Benefits may not be available for certain Offerings. To determine which Plan Benefits are available for an Offering, see the Documentation for that Offering.

Standard

Standard Plan Benefits may include any of the following, as described herein:

- **Standard Support**
- **Insights and Recommendations**
- **Usage Reports**
- **SSO**
- **Previous Versions**
- **Virtualization**, and

- Viewers

Standard Support

Autodesk will provide Standard support in English to an Authorized User whom You have designated to submit support requests and receive technical support for Your Offerings (a “**Support User**”), though other languages may be available on request. Administrators may qualify as Support Users for select Plan Benefits.

Autodesk will provide Standard Support via web, email, or other modes as described below. Support requests are prioritized by severity level as reasonably determined by Autodesk. Autodesk is not obligated to provide technical support to Viewers, for Trial Versions or previous versions of Offerings, 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 Offerings (excluding Trial Versions), or use of Offerings (excluding Trial Versions) in a manner inconsistent with these Terms or the General Terms.

Your Support Users must submit a valid support request unless otherwise directed by Autodesk in writing (e.g., via Your Autodesk Account). To submit a valid support request, Your Support Users must: (a) provide Autodesk with any information reasonably requested by Autodesk to provide support; (b) follow all instructions and perform any preliminary troubleshooting or problem analysis procedures made available by Autodesk; and (c) implement any fixes, corrections, or workarounds recommended by Autodesk. Autodesk may engage third parties to assist in the delivery of technical support under Autodesk’s direction.

Standard Support via Web or Email. Web or email support will be provided to 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 Users will be notified of the posting of the information by email. In Autodesk’s discretion, Your Support Users may also be contacted by email or telephone for specific incidents.

Autodesk will use commercially reasonable efforts to respond to web or email support requests within one (1) business day during the applicable support workweek for each Autodesk business region as shown in the table below. For certain Offerings, the applicable local support hours may be those for a specific region or country, irrespective of the region or country in which the support request originates.

Hours available for Standard Support via Web or Email			
	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

Standard Support via Other Modes. Autodesk may offer support via other modes beyond web and email from time to time (for example, online chat, request a callback, schedule a call, support for 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.

Adoption Support. Autodesk may also provide deployment, set up, or adoption assistance for selected Offerings in its sole discretion. Additional fees and other terms and conditions may apply to these services. Not all modes of adoption support will be available in every region or every language.

Insights and Recommendations

Autodesk may provide You with general advice and direction, information, recommendations, insights, estimates, projections, and opinions in connection with Your Offerings. Such guidance and information are provided for informational and general discussion purposes only and do not constitute specific advice; guarantee any business, financial, or other outcome; or create a binding agreement with Autodesk. You must conduct your own independent analysis and assessment before acting on any of the guidance or information provided.

Usage Reports

You may elect to enable Usage Reports. With Usage Reports, Your Administrators can generate reports showing Subscription usage by Authorized User, by Subscription, on a specified frequency. Your use of Usage Reports is subject to the following conditions:

- **Data Collection and Use.** You understand that Autodesk has the capability to monitor use of an Offering by collecting Authorized User usage data on an ongoing basis during the Offering Term. When Your Administrator enables Usage Reports and requests a report, Autodesk will process this data to generate the reports described in this Usage Reports section, maintain, improve and/or deliver the Offering and related Offering Benefits, and assist You or Your reseller with sizing and quoting renewals and true up. Collectively, the foregoing is referred to as the **"Data Collection and Use Purposes"**.
- **Consents and Permissions.** 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, particularly related to the collection and use of data for the Data Collection and Use Purposes. Without limiting the foregoing, You are specifically responsible for notifying 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.

Autodesk also may share insights and recommendations based on the usage data with Your Administrators for You to assess and evaluate independently.

SSO

SSO, or single sign-on, enables Your Authorized Users to have federated access to Your Offerings and related Offering Benefits.

Autodesk will provide You with onboarding materials and instructions to enable You to register and configure SSO for Your domain. You are responsible for implementing SSO for Your organization. Once the registration and configuration process is completed, when Your Authorized Users seek to sign in to Your 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 enterprise email and password).

Previous Versions

The General Terms generally require You to uninstall previous versions of Software when You install a new version of that Software, but the previous version right as described in this section (the **"Previous**

Version Right) create an exception to such requirement. The Previous Version Right is available for Single User Offerings and Multi User Offerings only. Your use of previous versions of the Software is subject to the same scope of use and restrictions (e.g., license type, license version, and license quantity) as the current version of the Software.

For Single User Offerings, You may install and non-concurrently access eligible previous versions of the Software.

For Multi User Offerings, Authorized Users 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 seats permitted by Your Multi User subscription.

Autodesk is not obligated to provide You with electronic or physical media, authorization codes, or activations for any previous version. 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 are subject to the terms and conditions that accompany such ancillary products and the terms and conditions that apply to the previous version that the ancillary product is intended to enhance or supplement. 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 previous versions covered by that subscription terminate, and You must immediately uninstall and stop accessing such previous versions.

Eligibility. Eligible previous versions are listed on the Previous Versions List, available here: <https://www.autodesk.com/support/account/manage/versions/previous-versions>. Generally, but not always, the Previous Version Right is limited to the three (3) previous versions most recently preceding the current version. Typically, when a new version of Software is released, (a) the Previous Versions List is updated; (b) the new version becomes the current version; (c) the former current version becomes the most recent previous version; and (d) the former oldest previous version is removed from the list. You may use any previous versions on the Previous Versions List plus any previous version 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 (i) the current version, or (ii) a listed previous version when You received it but was subsequently removed from the list.

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 sixty (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 General Terms.

Examples

To help illustrate the Previous Version Right, Autodesk offers the following examples:

Single User Example. In 2013 You purchase two (2) Single User subscriptions to the then-current version of AutoCAD, AutoCAD 2013. At the time of purchase, AutoCAD 2012, 2011 and 2010 are listed as eligible previous versions on the Previous Versions List. Authorized User #1 downloads and installs previous versions for 2012, 2011 and 2010 and each new version as it becomes available (e.g., AutoCAD 2014, 2015, etc.). Authorized User #2 downloads no previous versions but does install each new version as it becomes available. Both subscriptions are renewed annually. Then, in 2018, 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. Here are Your Previous

Version rights for the three (3) subscriptions:

- Authorized User #1: This Authorized User may download and install the current version, AutoCAD 2018, plus the previous versions, AutoCAD 2017, 2016 and 2015, since they are listed on the then-current Previous Versions List. This Authorized User also may continue to use each of the earlier versions installed: AutoCAD 2017, 2016, 2015, 2014, 2013, 2012, 2011 and 2010). Note that the current version and each previous versions may be concurrently installed, but this Authorized User may use only one version at a time; different versions may not be used simultaneously.
- Authorized User #2: Because this 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 installed: AutoCAD 2017, 2016, 2015, 2014 and 2013.
- Authorized User #3: Because this is a new subscription, the only previous versions this Authorized User is permitted to download and install are those on the then-current Previous Versions List (i.e., AutoCAD 2017, 2016, and 2015).

Multi User Example. In 2015, You purchase a Multi User subscription to the then-current version of AutoCAD, AutoCAD 2015, with five (5) seats. Your contract manager downloads and installs each version of AutoCAD available, AutoCAD 2015, 2014, 2013, and 2012. In 2018, You renew the subscription with the same number of seats. Here are Your Previous Version rights for the five (5) seats of the Multi User subscription:

- Each Authorized User may download and install the current version, AutoCAD 2018; each listed previous version, AutoCAD 2017, 2016 and 2015; and earlier previous versions that are no longer on the list but downloaded and installed by Your contract manager when those previous versions were on the Previous Version List, AutoCAD 2014, 2013 and 2012. At any time, You may have five (5) copies of the software, in any combination of versions, in active use simultaneously. This could be one (1) Authorized User concurrently using AutoCAD 2018, 2017, 2015, 2014 and 2013, or five (5) unique Authorized Users simultaneously using a single copy of any of the aforementioned versions.

Virtualization

Notwithstanding anything to the contrary contained in Section 11.3 (Acceptable Use of Offerings) of the General Terms, if You have purchased an eligible Offering, You may access and use such Offering on or via the internet or via wide-area network (WAN), other non-local network, or virtual private network (VPN) (“**Virtualization**”). Not all Offerings are eligible for Virtualization. Virtualization is not available for Web Services Subscriptions and Web Services benefits included with Software subscriptions. The Virtualization List identifies the Offerings that are, and are not, eligible for Virtualization. The Virtualization List is available here: <http://www.autodesk.com/virtualization-exclusions>. Autodesk may periodically update the Virtualization List. All additions to the Virtualization List apply prospectively, and all removals from the Virtualization List apply retroactively.

Autodesk will support any eligible Software that You virtualize, except for: (a) support requests where the reported incident cannot be reproduced by Autodesk on a physical machine, outside of any virtualization environment, and (b) incidents 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 Software with any third-party virtualization software or Your virtualization environment.

Certification Disclaimer; Assumption of Risk. Autodesk may publish information regarding use of Software in virtualized environments (“**Certification Information**”) from time to time on the Autodesk Knowledge Network and similar Autodesk web properties, in Documentation, or in other locations. Such Certification Information 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 Virtualization, You should perform Your own independent compatibility assessment before doing so.

By using Virtualization, 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 Virtualization for an Offering, 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.

Viewers

For some Offerings, You or Your Authorized User may grant read-only access to Your purchased Offering to certain individuals, subject to reasonable technical limitations that Autodesk may impose at any time without notice. Likewise, for some Offerings, certain individuals may access Your Content via Autodesk’s free online viewer tool, available at <https://www.autodesk.com/viewers>. Any of the aforementioned individuals, upon receiving such access, may be referred to below and elsewhere within these Terms, the General Terms, Special Terms, or Documentation for an Offering as “**Viewers**,” “**Basic Access**,” “**Read-Only Access**,” or similar (collectively, “**Viewers**,” or individually, “**Viewer**”). For the avoidance of doubt, a Viewer is a type of Authorized User and subject to these Terms and the General Terms.

Viewer access is limited to the individual who was granted access and must not be shared with any other individual or entity. Viewers may view Your Content or, in some cases, Your workspace within the Offering but are not permitted to edit, provide input, or otherwise modify Your Content. Unless provided otherwise in these Terms or the Special Terms, Your Administrator may revoke Viewer access at any time, and Viewer access will terminate when Your Administrator revokes such access or, for some Offerings, when Your paid subscription period expires or terminates, whichever is earlier.

Viewers do not count toward Your total number of Authorized Users. Viewer access does not require token usage.

Autodesk makes no promise, warranty, or guarantee to Viewers or their access to Your Content, workspace, or Offering. Autodesk disclaims all liability with respect to Viewers. Viewers are not entitled to any Subscription Benefits, including support. Autodesk reserves the right, without further notice, to suspend or terminate Viewer access at any time.

Premium

If You purchase Premium, You will receive the following Premium Plan Benefits in addition to or in place of, as indicated, the Standard Plan Benefits:

- **Premium Support**
- **Success Materials**, and
- **Directory Sync**

Premium Plan Benefits can only be accessed or used by Authorized Users who have been assigned to Your active, unexpired Offering and to whom Premium Plan Benefits have been assigned. For Single User Offerings, at all times during the Premium term, each Team that is assigned Premium Plan Benefits must include at least one (1) Authorized User. You will not be entitled to receive a refund for any amounts paid for any Premium purchase due to the lapse of any Single User Offerings on Standard.

All In Requirement. For any Single User Offering, if an Authorized User on a Team managed by a given primary Administrator is upgraded to Premium, all other Single User Offerings assigned to that Authorized User and to any other Authorized Users on that Team and other Teams managed by that same primary Administrator also must be upgraded to Premium as part of an initial purchase, a Renewal True Up, or Anniversary True Up event. The foregoing is referred to as the “**All In Requirement**.” Autodesk reserves

the right to immediately disable or suspend Your access to and use of any of Your Offerings for Your non-compliance with the All In Requirement.

True Ups.

- **Renewal True Up (Annual and Multi-Year).** To ensure compliance with the All In Requirement, and in accordance with Section 17.5 of the General Terms, Autodesk monitors and examines Your Offering deployment and Administrator and Team Offering allocation data on an ongoing basis. As the renewal date for Your Premium Offering approaches, Autodesk or Your reseller, as applicable, will provide You with a quote and/or other documentation that indicates the number of underlying Single User subscriptions subject to the All In requirement as of the date of such notification, which shall be either the renewal date for single-year subscriptions or the anniversary date for multi-year subscriptions ("**True Up Notification**"). On or before Your renewal date, You must either (a) purchase the number of Premium subscriptions reflected in the True Up Notification, or (b) 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 occurring at renewal as described in this section or Anniversary True Ups described in the Anniversary True Up section below, will be prospective only – You will not be charged for any Premium Plan Benefits used by any Authorized User assigned one (1) or more unpaid Premium subscriptions prior to the True Up and subsequent Premium subscription purchase.
- **Anniversary True Up (Multi-Year Only).** "**Anniversary True Up**" means a true up that occurs on each intermediate anniversary date during a multi-year Premium subscription term. Anniversary True Ups will occur for multi-year Premium subscriptions, and in addition to the renewal true up described in the section titled "Renewal True Up (Annual and Multi-Year)" herein. As each Anniversary True Up date approaches, Autodesk or Your reseller, as applicable, will provide You with a True Up Notification. At each Anniversary True Up date, You may not true down (i.e., reduce the cumulative total of Premium Subscriptions purchased prior to the Anniversary True Up). 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, effective from the Anniversary True Up date through the end of the multi-year term of Your Premium subscription. If You do not pay for the number of unpaid Premium subscriptions specified in the True Up Notification for Your Anniversary True Up date, 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, as indicated in the True Up Notification, that You purchase, if any. Section 3 (Return for Refund) of the General Terms shall not apply to unpaid Premium subscription purchases in connection with any Anniversary True Up.

Premium Support

Premium Plan Benefits for support, as described in this section, shall replace the Standard Plan Benefits for support. Autodesk will provide Premium Support to Your Premium Authorized Users in English, though other languages may be available on request.

Autodesk is not obligated to provide technical support to Viewers, for Trial Versions, for incidents caused by computer hardware not supplied by Autodesk, third party software not supplied or specified by Autodesk, inadequate training of Your Premium Authorized Users on use of Offerings (excluding Trial Versions) or use of Offerings (excluding Trial Versions) in a manner inconsistent with these Terms or the General Terms.

Your Premium Authorized Users must submit a valid support request unless otherwise directed by Autodesk in writing (e.g., via Your Autodesk Account). To submit a valid support request, Your Premium Authorized Users must: (a) provide Autodesk with any information reasonably requested by Autodesk to provide support; (b) follow all instructions and perform any preliminary troubleshooting or problem analysis procedures made available by Autodesk; and (c) implement any fixes, corrections, or

workarounds recommended by Autodesk. Autodesk may engage third parties to assist in the delivery of technical support under Autodesk's direction.

Premium Support via Web or Email. Web or email support will be provided to Your Premium Authorized Users 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 Premium Authorized Users will be notified of the posting of the information by email. In Autodesk's discretion, Your Premium Authorized Users may also be contacted by email or telephone for specific incidents.

Autodesk will use commercially reasonable efforts to respond to Your web or email support requests within eight (8) hours irrespective of severity level during the applicable regional support workweek for each Autodesk business region as shown in the table below. For certain Offerings, the applicable local support hours may be those for a specific region or country, irrespective of the region or country in which Your support request originates.

Hours available for Premium Support via Web or Email			
	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

Live Support. In addition to the other modes of Premium Support described in this section, live support is available to Your Premium Authorized Users or Administrators for eligible Offerings, as described below:

- **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 as indicated in the table above. Chat support will be provided in English or, subject to availability and in Autodesk's discretion, in other languages by request. Initiation of 24x5 Chat sessions generally will be prompt, but delays are possible at times with high volumes of support requests.
- **24x7 Request a Call-back.** At any time Your Administrators may request a telephone call-back from an Autodesk support agent to discuss their support requests and support requests submitted on behalf of Premium Authorized Users. Call-back support will be provided in English or, subject to availability and in Autodesk's discretion, in other languages by request. Call-back from time of request generally will be prompt, but delays are possible at times with high volumes of support requests.

Premium Support via Other Modes. Autodesk may offer support via other modes beyond web, email, and live support from time to time (for example, schedule a call, support for APIs provided via Autodesk Developer Network, or remote desktop troubleshooting). 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.

Adoption Support. Autodesk may also provide deployment, set up, or adoption assistance for selected Offerings in its sole discretion. Additional fees and other terms and conditions may apply to these adoption support services. Not all modes of adoption support will be available in every region or every

language.

Support for Previous Versions. Notwithstanding anything to the contrary contained in the Previous Version Rights section in the Standard Plan Benefits above, for Your Premium subscriptions, Autodesk will provide technical support for the current version of Your Offering and all previous versions on the Previous Versions List.

Success Materials

Autodesk will provide You with access to materials created to assist with Your onboarding and use of Premium Plan Benefits and may include onboarding documentation, tools, and similar aids (“**Success Materials**”). Success Materials may include repeatable packaged services, curated technical support resources, and other training or informational content (e.g., articles, videos, webinars) which are designed to provide best practice guidance or assist with onboarding and adoption of Your Offerings (“**Accelerators**”). You are responsible for requesting access, independently evaluating, and using the Success Materials. Success Materials and Accelerators are available to You during the Premium term and subject to change without notice. Additional requirements, restrictions, or limitations may apply to certain Accelerators as set out in the description of the relevant Accelerator (e.g., technology prerequisites, geographic availability, language, participant numbers, limited number of Accelerator deliveries per time period, Accelerator expiration if not utilized within a certain time period, etc.).

All Accelerators are made available on an “as is” basis without warranty of any kind, and You access and use them at your own risk. 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. Autodesk reserves all intellectual property rights in and to Success Materials worldwide. You may not copy, modify, disclose, or distribute Success Materials for any reason without the express written license of Autodesk.

Data Collection and Use. You understand that Autodesk may collect information and data related to Your access and use of Accelerators on an ongoing basis during the Offering term. When You access or use an Accelerator, Autodesk will process this data to generate the reports described in the section titled “Usage Reports” herein, and to maintain, improve and/or deliver the Offering and related Offering Benefits.

Directory Sync

Directory Sync connects Your user directory to Autodesk’s user management platform so that Your Administrator can auto-invite, auto-assign and auto-delete Authorized Users’ access to Your Offerings.

Autodesk will provide onboarding materials and instructions to enable You to configure Directory Sync. To activate Directory Sync, You must first set up SSO for Your domain. You are responsible for implementing Directory Sync in Your environment.