

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY

Contract Number

23-1390

SAP Number

## Innovation and Technology Department

<b>Department Contract Representative</b>	Staci McClane
<b>Telephone Number</b>	909-388-0622
<b>Contractor</b>	Autodesk, Inc.
<b>Contractor Representative</b>	N/A
<b>Telephone Number</b>	N/A
<b>Contract Term</b>	Date of first use of the software and continuing until terminated
<b>Original Contract Amount</b>	Non-financial
<b>Amendment Amount</b>	N/A
<b>Total Contract Amount</b>	Non-financial
<b>Cost Center</b>	1200704020

**Briefly describe the general nature of the contract:** Non-financial Terms of Use with Autodesk, Inc., including non-standard terms, for the use of two-dimensional and three-dimensional computer-aided design software, known as AutoCAD software, for the period commencing on the date of first use of the software and continuing until terminated.

**FOR COUNTY USE ONLY**

Approved as to Legal Form

▶ *Bonnie Uphold*  
Bonnie Uphold, Supervising Deputy, County Counsel

Date 11-28-2023

Reviewed for Contract Compliance

▶

Date \_\_\_\_\_

Reviewed/Approved by Department

▶

Date \_\_\_\_\_

# Terms of Use

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Effective Date: May 26, 2023

## 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.

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## 1. 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.

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## 2. Special Terms

Some Offerings may be subject to special terms set forth in the Special Terms (<https://www.autodesk.com/company/terms-of-use/en/special-terms>) 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.

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### 3. 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 (<https://www.autodesk.com/customer/help?guid=GUID-0D758126-DBBC-4489-8DBF-924977E9DC94#refund-policy>).

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### 4. 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> (<https://www.autodesk.com/trust/contact-us>).

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### 5. You Own Your Work

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

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### 6. Privacy

Autodesk is committed to protecting Your privacy and letting You know what Autodesk will do with Your personal data. Autodesk’s Privacy Statement (<https://www.autodesk.com/company/legal-notices-trademarks/privacy-statement>) 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](https://www.autodesk.com/trust/privacy) (<https://www.autodesk.com/trust/privacy>), which sets forth Autodesk's obligations as a processor for personal data under the General Data Protection Regulation.

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## 7. 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](https://www.autodesk.com/support/account/manage/billing/cancel) (<https://www.autodesk.com/support/account/manage/billing/cancel>).

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## 8. 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.

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## 9. 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.

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## 10. 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.

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## 11. 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 (<https://www.autodesk.com/company/terms-of-use/en/acceptable-use>) and all applicable laws.

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## 12. 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.

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### 13. 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.

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## 14. 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.

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## 15. 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.

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## 16. 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).

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## 17. 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](mailto:Terms.Modification.Rejection@autodesk.com) (mailto: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 business (or, if You are an individual, the place of Your residency)	References to “Autodesk Party” means the following Autodesk entity:	Governing law is:	Exclusive jurisdiction/forum for dispute resolution:
United States 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	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.

region,  
and  
Antarctica

(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 (Autodesk’s Right to Terminate or Suspend a Subscription or Account) 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/> (<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](mailto:copyright.agent@autodesk.com)  
(<mailto: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.

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## 18. 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 \(https://www.autodesk.com/company/legal-notices-trademarks/privacy-statement\)](https://www.autodesk.com/company/legal-notices-trademarks/privacy-statement).

“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 and Benefits (<https://www.autodesk.com/company/terms-of-use/en/offering-types-and-benefits>).

“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.

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## 19. 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](mailto:Terms.Modification.Rejection@autodesk.com) (<mailto: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 (<https://damassets.autodesk.net/content/dam/autodesk/www/company/terms-of-use/EU-and-EEA-Consumer-Right.pdf>). 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](mailto:Autodesk.Ireland.Inquiries@autodesk.com) (<mailto: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](mailto:Autodesk.Australia.Warranty.Claims@autodesk.com)

[\(mailto:Autodesk.Australia.Warranty.Claims@autodesk.com\)](mailto: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.



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