



Terms and Conditions

Your purchase of Subscription will be subject to the terms and conditions set out below (the "Agreement"), and all Subscription purchased by you now or at any time hereafter will be subject to the terms and conditions set out below, subject to the provisions of Section 8.9.

1. DEFINITIONS

The following Definition shall apply to the terms and conditions of your Subscription:

"Ancillary Product": any product (other than an Extension or a Release) which Autodesk may furnish to you from time to time as part of the Autodesk Subscription.

"Ancillary Services": any services or benefits (other than, where applicable, delivery of an Extension, Release or Ancillary Product or Support) which may be provided to you from time to time as part of the Autodesk Subscription in your country, and which (where applicable) are further described in Exhibit B and/or at the Autodesk Subscription Center (or an Autodesk publication analogous thereto) published and/or amended by Autodesk from time to time. Autodesk reserves the right at its discretion to add or remove Ancillary Services to the Autodesk Subscription from time to time, without prior notification to you, and to make them available only in English. Some Ancillary Services may not be available as part of Subscription for certain Software Programs.

"Autodesk": the Autodesk company from whom, or doing business in the country of the Reseller from whom (as the case may be), you purchased Subscription

"Autodesk Software License": Autodesk Inc.'s standard end-user license agreement included with each copy of a Software Program granting you a license to use that Software Program.

"Autodesk Subscription": the Autodesk program and rules under which you can purchase Subscription.

"Autodesk Subscription Center": the website located at <http://www.autodesk.com/subscriptionlogin> or any successor or other website or location as may be designated by Autodesk for Autodesk Subscription.

"Business day": a day which is not a Saturday, a Sunday or an Autodesk designated holiday.

"Customer Information Form": the form completed by you and submitted to a Reseller or to Autodesk in connection with your order for Subscription, and providing the information necessary to purchase Subscription.

"Effective Date": the date described in Section 6.1.

"Extension": a license to use a modular addition to a Software Program incorporating corrections, enhancements or Autodesk Subscription information which supplement and enhance that Software Program.

"Gold Support": defined in Section 2.2.1.

“Gold Support Authorization Program”: a program designed to authorize Resellers who meet certain minimum criteria to resell and deliver Gold Support as part of Autodesk Subscription.

“Gold Support Authorized Partner”: defined in Section 2.2.1.

“Named Caller”: a User, designated by your contract manager or software coordinator, who may submit telephone Support requests if you have purchased either Gold or Platinum Support.

“Platinum Support”: defined in Section 2.2.1.

“Previous Versions”: defined in Section 2.4.1.

“Release”: a license to use a full commercial version of a Software Program incorporating all Extensions relating to that Software Program offered by Autodesk since the preceding version of that Software Program or which enhances or improves the functionality of the preceding version of that Software Program, and for which Autodesk normally charges a fee. A Release includes the documentation customarily provided by Autodesk with a Software Program and the designation of a “Release” is in Autodesk’s sole discretion. A “Release” does not include: (a) an Extension; or (b) a future Autodesk computer program that is a separate product and not a direct successor, as may be designated by Autodesk in its sole discretion, to a Software Program.

“Reseller”: a person or company that is authorized by Autodesk to sell Subscription (either directly to end users or to other Resellers) for a particular Software Program.

“Software Program”: a copy of an Autodesk Inc. (or one of its subsidiaries) computer program which you are licensed by Autodesk Inc. (or one of its subsidiaries) to use and for which you have purchased Subscription. For purposes of this definition, if an Autodesk computer program is offered as part of a product series, bundle or family, then Software Program shall mean each of the computer programs included within such series, bundle or family. Any supplemental software code provided to you or your Users as part of the Subscription and/or Support is considered part of the Software Program for which such code was provided and the use thereof is governed by the Autodesk Software License and this Agreement. Software Program shall also include Extensions and Releases related to such Software Program.

“Subscription”: the entitlement to receive Extensions, Releases, Ancillary Products, Ancillary Services and Support, if any, made available by Autodesk under the Autodesk Subscription during the Term.

“Subscription Fee”: the fee paid by you for a Subscription.

“Support” means the support services more particularly described in Section 2.2 and Exhibit A corresponding to the Subscription you have purchased.

“Term”: the terms (initial and renewal) defined in Sections 3.2 and 6.1.

“User”: means any of the following: (i) the contract manager or software coordinator designated by you as your primary authorized representative for Subscription and who is responsible for, among other things, managing your Subscription, managing access to your Subscription account, submitting Support requests; (ii) any individuals added to your Subscription account by your contract manager or software coordinator or by Autodesk through its registration processes; or (iii) Named Callers. Autodesk has the right to restrict the number of Users who submit Support requests, have access to Ancillary Services and who otherwise have access to the Autodesk Subscription Center and fees or other conditions may apply if you want to add Users beyond Autodesk guidelines. You agree and acknowledge that all Users shall be bound by the applicable terms and conditions of this

Agreement. Autodesk reserves the right, but shall have no obligation, to verify that Users have been authorized by you and to restrict access to the Autodesk Subscription entitlements if, in its reasonable judgment, a User cannot be so verified.

“**Web Support**”: defined in Section 2.2.1.

“**You**”: the individual or entity who purchases Subscription.

2. GRANT

2.1 Subscription Grant

Autodesk grants you a Subscription for the Term for each Software Program for which you have purchased Subscription as listed on your Autodesk Subscription order confirmations. Your use of Extensions, Releases and Ancillary Products shall be governed by the terms of the Autodesk Software License included with them, or in the absence of an Autodesk Software License, by the Autodesk Software License included with the Software Program to which the Extension, Release or Ancillary Product relates. You may not distribute, rent, loan, sell, sublicense or otherwise transfer or market any Software Program, Extension, Release, Ancillary Product or Ancillary Services to any other person without Autodesk’s prior written consent. If you wish to purchase a Subscription for any Software Program licensed to you as part of a network version, then you must purchase a Subscription for each license incorporated in that network version. To purchase a Subscription, you must be registered with Autodesk as the holder of a copy of the most current version of the Software Program which you wish to place under Subscription.

2.2 Support Grant

2.2.1 If Support is included or made available as part of your Subscription, Support may be provided to you as set forth below:

(a) **Web Support**: If web support (“Web Support”) is offered and available in your region, the terms set forth in Exhibit A may apply if Autodesk is providing the Web Support and such Web Support may be offered either directly to you by Autodesk or indirectly by a Reseller who has completed any Autodesk authorized support partner requirements as part of the Gold Support Authorization Program (“Gold Support Authorized Partner”).

(b) **Gold Support**: If telephone support (“Gold Support”) is offered and available in your region, the terms set forth in Exhibit A may apply if Autodesk is providing the Gold Support and such Telephone Support may be offered either directly to you by Autodesk or indirectly by a Gold Support Authorized Partner.

(c) **Platinum Support**: If you are a direct customer and direct telephone support (“Platinum Support”) is offered and available in your region, the terms set forth in Exhibit A may apply and such Platinum Support may be offered directly to you by Autodesk.

(d) If you purchased Gold or Platinum Support to be delivered to you by Autodesk, you may appoint up to four (4) Named Callers who will submit telephone Support request(s) and telephone Support requests may only be submitted by such Named Callers. There may be fees associated with the appointment of additional Named Callers.

2.2.2 If your Subscription included or you otherwise purchased one of the above Support options and support is to be provided by Autodesk, Support for Software Programs, and Extensions and Releases related to those Software Programs (referred to collectively as “Software Program”) shall be provided to you by Autodesk via your User only. Provision of Support by Autodesk shall be governed exclusively by these Terms and Conditions. Provision of Support by a Gold Support Authorized Partner shall be governed by terms and conditions entered into between you and the Gold Support Authorized Partner. You may not

transfer or market, or provide support to third parties using Support without the prior written consent of Autodesk.

2.2.3 Autodesk Support shall only be provided for: (a) the most current Release of a Software Program; (b) any Extensions to that Release; and (c) the two (2) immediately preceding Releases of that Software Program. If you are located in Brazil, for purposes of Brazilian Software Law, the Technical Validity Term of a Software Program shall be the term between the date of release of the then-current version of such Software Program and 6 (six) months after the date Autodesk makes the most current release of that Software Program commercially available.

2.2.4 Autodesk is not obliged to provide Support requested as a result of: (a) operation of the computer on which Software is installed in environmental conditions outside those prescribed by the computer manufacturer; (b) operation of the Software with a version of the operating system software other than that specified by Autodesk; (c) failure to maintain the computer on which Software is installed or used in accordance with standards prescribed by the computer manufacturer; (d) failure to ensure that your personnel and staff are fully trained in the use and operation of Software; (e) Software serviced, maintained or modified by anyone other than Autodesk; or (f) your computer hardware failing to meet the minimum specification prescribed by Autodesk for use with the Software.

2.2.5 You must: (a) Ensure that your User submits Support requests in accordance with these Terms and Conditions; (b) at all times maintain Subscription for the licenses for the Software Programs for which you are requesting support; (c) ensure that you or your Users provide Autodesk with such information, specifications, or other information as may reasonably be required by Autodesk to provide Support; (d) utilize the instructions and troubleshooting procedures provided by Autodesk, where applicable, prior to initiating a request for Support; (e) Follow the problem determination, problem analysis, and service request procedures that Autodesk provides; (f) promptly install all maintenance releases or upgrades supplied by Autodesk; (g) promptly install all product patches, fixes, update releases or upgrades supplied by Autodesk; (h) If judged necessary by Autodesk, allow reasonable access to your Software Program by Autodesk; (i) agree to back up all data on or prior to the provision of Support and to provide adequate security for your system; (j) use best efforts to allow Autodesk access to your systems via the Internet when requested by Autodesk as part of any remote diagnostic service that may be offered; and (k) provide Software Program Users with ready access to the latest available documentation on the use and operation of Software Program provided by Autodesk.

2.2.6 You acknowledge and agree that Support is provided solely for your internal use to support your use of the Software Program licenses covered under Subscription. Any information which is individually addressed, requires a password to access, or is otherwise restricted is made available in strict confidence and on the condition that it will not be communicated to third parties in any manner without the express written consent of Autodesk and that no use will be made of this information except in connection with your use of the Software Program licenses covered under Subscription. You further acknowledge and agree that the Software Programs form part of your total unique hardware and software environment to deliver specific functionality, and the Support may not achieve the results you desire within your design constraints.

2.2.7 If your Support is provided by a Gold Support Authorized Partner, for that Support that is provided by such Gold Support Authorized Partner, you acknowledge and agree that: (i) your Support was purchased from and will be delivered by the Gold Support Authorized Partner; (ii) your Support requests will be submitted to and answered by the Gold Support Authorized Partner; (iii) Autodesk is under no obligation to provide you with Support nor is it responsible for the Support that you may receive from a Gold Support Authorized Partner; (iv) you authorize Gold Support Authorized Partner (and any subsequent Gold Support

Authorized Partner to whom your Support may be subsequently transferred or provided) to view, access and receive information on any Support requests that any User submits, including, without limitation, via the web, and any Support requests that are otherwise accessible or available via Autodesk Subscription Center; (v) you authorize Autodesk to provide Gold Support Authorized Partner with that information deemed necessary to maintain and fulfil your Support requests; and (vi) delivery of your Support may be transferred to another Gold Support Authorized Partner if the Gold Support Authorized Partner from whom you had been receiving Support is no longer eligible, authorized or capable of delivering such Support.

2.3 Ancillary Services

Autodesk may provide Ancillary Services to you subject to and in accordance with these terms and conditions and any supplementary terms and conditions and customer obligations applicable to each type of Ancillary Service, which applicable supplementary terms and conditions and customer obligations must be accepted by you prior to accessing and using those Ancillary Services. Unless and until you accept the supplemental terms and conditions applicable to a particular Ancillary Service, you agree that Autodesk is under no obligation to provide such Ancillary Service to you.

AUTODESK DOES NOT GUARANTEE THAT IT WILL MAKE AVAILABLE, AND YOU ACKNOWLEDGE THAT YOU MAY NOT RECEIVE, ANY EXTENSION, RELEASE, ANCILLARY PRODUCT, ANCILLARY SERVICE OR SUPPORT DURING THE TERM OF YOUR SUBSCRIPTION.

2.4 Use of Previous Versions

2.4.1 Notwithstanding anything contained in the Autodesk Software License accompanying your Software Programs under Subscription or any Release or Extension provided to you, for the Term of your Subscription, including any Renewal Terms, you may install and continue to use on your computer (or on your network if you have a Network, multi-seat standalone or similar multi-user license authorized specifically by Autodesk) prior versions of the Software Programs that you have licensed, provided that you have a valid license to use such prior versions and, if applicable, those prior versions validly remain in your possession ("Previous Versions") and provided, further that the following conditions are met: (i) use of the Previous Versions shall be subject to the provisions of the applicable Autodesk Software License, as modified by this Section 2.4; (ii) subject to subsection 2.4.5 below and unless otherwise specifically agreed in writing by Autodesk, the number of Previous Version licenses that you may use and install shall not exceed the total number of Previous Version licenses of the Software Program that you originally licensed and have under Subscription; (iii) if you have a standalone version, the Software Program and all the Previous Versions of such Software Program shall be installed on the same computer; (iv) if you have a standalone version neither the Software Program nor any of the Previous Versions of the Software Program shall be used concurrently; (v) if you have a standalone version, the Previous Versions or any permitted copies thereof, are not transferred to another computer unless all permitted copies of the Software Program are also transferred to the same computer; and (vi) you are hereby acknowledging and agreeing that Autodesk does not have any obligation to provide support for the Previous Versions other than as set forth herein and any such obligations may be ended at any time. Notwithstanding anything in this Section 2.4.1 that may be construed to the contrary or the issuance of any authorization codes by Autodesk, unless specifically permitted by Autodesk in writing, in no event shall your use of the Software Program, including Prior Versions, exceed the maximum number of licenses of the Software Program licensed to you and under Subscription.

2.4.2 Autodesk shall have the right to conduct an audit on your premises or by electronic means (with reasonable notice) to ensure that your use of all/any versions of the Software Program complies with the provisions of this Agreement. In the event any audit discloses a breach of this Agreement, Autodesk reserves the right to terminate this Agreement and/or recover damages, attorney's fees, and costs, including the cost of the audit.

2.4.3 If this Software Program is labeled or referred to as a CROSSGRADE, the provisions of the preceding two subsections (2.4.1 and 2.4.2) shall not apply, and you must destroy all copies of the Previous Versions, including any copies resident on your hard disk drive, and upon request by Autodesk return any documentation to Autodesk or your Reseller within sixty (60) days of acquiring the Software Program. Autodesk reserves the right to require you to show satisfactory proof that the Previous Version has been destroyed and/or to conduct the audit set forth in Section 2.4.2 above.

2.4.4 In the event Autodesk in connection with the Software Program licensed to you hereunder provides you additional software that supplements or extends the Software Program, that additional software shall be subject to the terms and conditions of this Agreement unless otherwise specified at the time of delivery.

2.4.5 For the avoidance of doubt, nothing herein requires Autodesk to supply you with media containing Previous Versions of the Software Program or related documentation or to issue additional authorization codes or hardware or software locks. Moreover, Autodesk reserves the right to charge a transaction fee for the issuance or re-issuance of authorization codes, hardware locks or software locks, if Autodesk, in its discretion decides to provide such to you. Further, if the Previous Version of a Software Program has been retired or otherwise discontinued by Autodesk, you agree and acknowledge that i) in no event is Autodesk required to issue authorization codes or hardware or software locks to you or to provide you with any media or other deliverables to enable you to use or install such retired or discontinued Previous Versions; and ii) these Previous Version rights do not allow you to use or install additional licenses (i.e. more than you held or originally validly licensed) of any Previous Version of a Software Program that has been retired or otherwise discontinued by Autodesk.

3. PURCHASES; RENEWALS

3.1 Purchases. When you purchase Subscription, Autodesk will provide you with instructions on how to access Autodesk Subscription information and Support on the Autodesk Subscription Center, where you may confirm the Software Programs covered by your Subscription by viewing a coverage report.

3.2 Renewals. Prior to expiration of your Subscription, you may purchase a renewal of Subscription for an additional term ("Renewal Term") from a Reseller or Autodesk. Unless otherwise agreed by Autodesk, if you do not purchase renewal for your Subscription prior to expiration of the Term, your Subscription will automatically expire. If you do not renew prior to expiration of your Subscription, this Agreement shall no longer apply and if you wish to reinstate your expired Subscription, then you will be required to agree to the then-current Autodesk Subscription terms and conditions, and you will be required to purchase at least both the then-current Release and a Subscription for that Release and/or you may be subject to the payment of additional or other fees and expenses. You may confirm the Software Programs for which Subscription has been renewed by viewing the coverage report on the Autodesk Subscription Center.

4. AUTODESK SUBSCRIPTION ADDITIONS

Subscription purchased for additional Software Programs shall be added to your Autodesk Subscription account on a prorated annualized basis, rounded up or down (as determined by

Autodesk), and synchronized to the Effective Date (defined below) of your Subscription or Subscription renewal.

5. DELIVERY

Extensions, Releases or Ancillary Products shall at Autodesk's discretion be (a) shipped to you C.P.T. (Carriage Paid To) from Autodesk's fulfillment facility to the address specified on your Customer Information Form (or, if no Customer Information Form or address is provided, to any other address known or made available to Autodesk), (b) shipped to you via an Autodesk authorized third party, or (c) available for download at the Autodesk Subscription Center. Autodesk will notify you of availability of an Extension, Release, or Ancillary Product and the delivery method. If Autodesk ships to you, it will make commercially reasonable efforts to deliver within thirty (30) days of its notice, but shall not be liable for any losses or expenses incurred by you as a result of late delivery or a delivery to an incorrect address.

6. TERM AND TERMINATION

6.1 Effective Date; Term. The effective date ("Effective Date") of the initial term ("Initial Term") of your Subscription will be the date as determined by Autodesk in accordance with its Autodesk Subscription policies. Renewal Terms of Subscription shall commence on an anniversary of the Effective Date. The Initial Term of your Subscription will continue for one (1), two (2) or three (3) years from the Effective Date, depending on the length of term for which you qualify, select and purchase. Renewal Terms of your Subscription will continue for one (1), two (2) or three (3) years from the anniversary of the Effective Date immediately following the end of the Initial Term or the immediately preceding Renewal Term (as the case may be), depending on the length of Renewal Term which you select and purchase. Autodesk will endeavour to confirm your purchase within 48 hours after the Effective Date or relevant anniversary of the Effective Date (as the case may be).

6.2 Each of Autodesk and you may immediately terminate your Subscription if either party fails to perform its obligations under these terms and conditions and such failure continues for thirty (30) days after written notice by the non-defaulting party.

6.3 Autodesk may suspend or terminate your Subscription if you fail to pay Autodesk or your Reseller (as the case may be) for a Subscription or renewal in accordance with their terms. Autodesk may terminate your Subscription at any time for convenience, in which case Autodesk shall refund that proportion of the Subscription Fee you paid which equals the unexpired portion of the then current term.

7. LIMITATION OF LIABILITY; NO WARRANTIES

IN NO EVENT WILL AUTODESK BE LIABLE FOR DAMAGES FOR FAILURE TO MANUFACTURE OR MAKE COMMERCIALY AVAILABLE EXTENSIONS, RELEASES, ANCILLARY PRODUCTS OR ANCILLARY SERVICES OR SUPPORT DURING THE TERM OF YOUR SUBSCRIPTION. IN NO EVENT SHALL AUTODESK BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES. IN NO EVENT WILL AUTODESK BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES OR LOSS OF PROFIT, LOSS OF USE OR LOSS OF DATA HOWEVER CAUSED OR ARISING. THE TOTAL CUMULATIVE COLLECTIVE LIABILITY OF AUTODESK FOR ALL COSTS, LOSSES OR DAMAGES FROM ALL CLAIMS, ACTIONS OR SUITS HOWEVER CAUSED OR ARISING FROM OR IN RELATION TO YOUR SUBSCRIPTION HEREUNDER SHALL BE LIMITED TO YOUR DIRECT DAMAGES AND SHALL NOT EXCEED THE SUBSCRIPTION FEES PAID BY YOU FOR THE SUBSCRIPTION IN RESPECT OF WHICH THE CLAIM ARISES. THESE LIMITATIONS WILL APPLY EVEN IF AUTODESK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. YOU ACKNOWLEDGE THAT THE SUBSCRIPTION FEE REFLECTS THIS ALLOCATION OF RISK AND THAT THE LIMITATION SET

FORTH IN THIS SECTION IS AN ESSENTIAL ELEMENT OF THE AGREEMENT BETWEEN THE PARTIES.

AUTODESK SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER ARISING FROM LOSS OR THEFT OF ANY EXTENSION, RELEASE OR ANCILLARY PRODUCT. YOU ARE SOLELY RESPONSIBLE FOR SAFEGUARDING EXTENSIONS, RELEASES AND ANCILLARY PRODUCTS FROM LOSS OR THEFT AND FOR PROTECTING YOUR INVESTMENT THROUGH INSURANCE OR OTHER APPROPRIATE MEANS.

Nothing contained in these terms and conditions limits Autodesk's liability to you in the event of death or personal injury resulting from Autodesk's negligence. These limitations shall be in addition to, and not in substitution for, the limitations of liability set out in any applicable Autodesk License Agreement.

SAVE AS SET OUT IN ANY APPLICABLE AUTODESK SOFTWARE LICENSE, TO THE MAXIMUM EXTENT PERMITTED BY LAW AUTODESK MAKES NO WARRANTIES, REPRESENTATIONS OR CONDITIONS OF ANY KIND CONCERNING ANY EXTENSION, RELEASE, ANCILLARY PRODUCT, ANCILLARY SERVICE OR SUPPORT EITHER, EXPRESS OR IMPLIED BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. AUTODESK DOES NOT SPECIFICALLY WARRANT THAT: (A) SUPPORT BY AUTODESK OR A GOLD SUPPORT AUTHORIZED PARTNER WILL ENSURE THAT THE OPERATION OF SOFTWARE WILL BE ERROR FREE OR UNINTERRUPTED; (B) ERRORS WILL BE CORRECTED BY AUTODESK OR A GOLD SUPPORT AUTHORIZED PARTNER; (C) AUTODESK OR A GOLD SUPPORT AUTHORIZED PARTNER WILL RESOLVE ANY SUPPORT REQUEST BY A USER; OR (D) THAT ANY RESOLUTION PROPOSED OF A SUPPORT REQUEST BY AUTODESK OR A GOLD SUPPORT AUTHORIZED PARTNER IN RELATION TO A SUPPORT REQUEST WILL MEET YOUR EXPECTATIONS OR REQUIREMENTS. NOTHING IN THESE TERMS AND CONDITIONS RESTRICTS THE EFFECT OF WARRANTIES OR CONDITIONS WHICH MAY BE IMPLIED BY LAW WHICH CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED.

8. GENERAL

8.1 Governing Law. The rights and obligations of the parties under these terms and conditions shall be governed by and construed : (a) if you purchase Subscription in Canada, Mexico or the United States of America, according to the laws of the State of California (excluding rules regarding conflicts of law) and the United States of America, and the parties hereby submit to the exclusive personal jurisdiction of and venue in the Superior Court of the State of California, County of Marin or the United States District Court for the Northern District of California in San Francisco; or (b) if you purchase Subscription in any other country, under the laws of the country of Autodesk's registered place of business, and you submit to the jurisdiction of the courts in that country for the adjudication of any dispute arising under these terms and conditions. Regardless of where you purchase Subscription: (a) you hereby consent to service of process being effected upon 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; and (b) Notwithstanding the foregoing, prior to submission of any dispute arising under your Subscription or these terms and conditions to the courts for adjudication, Autodesk and you shall try to settle any such disputes.

8.2 Force Majeure. Autodesk will not be liable for any loss, damage or penalty resulting from delays or failures in performance resulting from acts of God, supplier delay or other causes beyond Autodesk's reasonable control.

8.3 Assignment; Modification; Waiver. You may not assign any right or license or delegate any duty under these terms and conditions without Autodesk's prior written

consent. Autodesk may assign or sub-contract any of its rights or obligations hereunder. No modification of these terms and conditions or waiver of rights will be effective unless agreed in writing by the party to be charged. Waiver of any breach or default will not constitute waiver of any other right under these terms and conditions or any subsequent breach or default.

8.4 United States Export Controls. U.S. law prohibits or restricts distribution, export or re-export of an Extension, Release, Ancillary Product or Ancillary Service or technical data or Support to (a) Cuba, Iran, Iraq, Libya, North Korea, Sudan, Syria or any other embargoed or restricted country, (b) any destination requiring a license from the United States Government unless such license is obtained; or (c) persons or organizations on the U.S. Table of Denial Orders, the Entity List, or the List of Specially Designated Nationals and Blocked Persons. By purchasing a Subscription you certify that you are neither a citizen of Cuba nor a resident of any embargoed country nor an individual on the Table of Denial Orders, Entity List, or List of Specially Designated Nationals and Blocked Persons nor a representative or employee of any organization on any of these denial lists.

8.5 Entire Agreement; Severability. Unless explicitly specified herein, these terms and conditions, and any documents they refer to constitute the entire agreement between the parties concerning Subscription and merges and supersedes any prior or contemporaneous agreements, discussions, or understandings. In the event of a conflict between the terms and conditions of this Agreement and those of an Autodesk Software License, the terms and conditions of this Agreement shall apply. In the event of a conflict between Autodesk supplementary terms and conditions and those contained herein, the supplementary terms and conditions shall apply. Terms stipulated by you on any purchase of Subscription or in any Subscription-related communication by you which purport to vary these terms and conditions shall be void and of no effect unless agreed in a writing signed by an authorized representative of Autodesk or notified to you by Autodesk in accordance herewith. If a court of competent jurisdiction determines in a final non-appealable judgement that any provision of these terms and conditions is unenforceable, such provision will be enforced as nearly as possible in accordance with the stated intention of the parties, while the remainder of these terms and conditions will remain in full force and effect.

8.6 Notices. Notices from Autodesk shall be in writing and may be sent by mail or electronic mail or posted to the Autodesk Subscription Center or any other method that Autodesk reasonably determines will provide appropriate notice. Notices from you shall be in writing and may be sent by mail or electronic mail. Notices from Autodesk to you shall be effective 1) in the case of notices by email when sent to the email address set out on your Customer Information Form or other official documentation that you have provided to Autodesk or 2) in the case of notices by mail, five (5) days after sending by regular post to the address set out on your Customer Information Form or other official documentation that you have provided to Autodesk or 3) in the case of postings to the Autodesk Subscription Center or other methods deemed reasonable by Autodesk, ten (10) Business Days after such notices are posted to the Autodesk Subscription Center or delivered in the manner reasonably determined by Autodesk. Notices from you to Autodesk shall be effective when sent (and received by Autodesk) via electronic mail to: If you purchased Subscription in North America, subscription-team@autodesk.com; if you purchased your Subscription in Latin America, la.abc@autodesk.com; if you purchased Subscription in Europe, Africa or the Middle East, EMEAsubscriptions@autodesk.com; or if you purchased Subscription in the Asia-Pacific Region, ap.subscriptions@autodesk.com and in Japan jp.subscriptions@autodesk.com. Notices from you to Autodesk that are sent by mail shall be effective when received by Autodesk.

8.7 Privacy. You consent to Autodesk maintaining and using the details provided by you on your Customer Information Form (and/or any other details provided by you hereunder)

Autodesk Subscription Terms and Conditions

in accordance with Autodesk's then current Privacy Policy (including transferring those details to Autodesk contractors outside of the EU solely for Autodesk processing purposes) in order to meet its obligations to you hereunder. Autodesk's current Privacy Policy can be reviewed at www.autodesk.com and/or is available from your local Autodesk office. You also specifically consent to Autodesk providing information about your Support requests and your use of Autodesk Subscription Center to Reseller who are providing support or otherwise listed or designated by you as your Reseller of record solely for the purpose of assisting with the provision, maintenance, administration or usage of Support by you or your Users.

8.8 Survival. Sections 7 and 8 of these terms and conditions shall survive termination of all or any of your Subscription.

8.9 Revised Terms and Conditions. Autodesk may revise the Autodesk Subscription terms and conditions, supplementary terms and conditions, and Ancillary Services at any time and will notify you of any such revision. Notification may occur via email, be posted on the Autodesk Subscription Center or may occur in a manner deemed commercially reasonable by Autodesk. If you do not accept said revisions, you must notify Autodesk in writing within 30 (thirty) days of the date of Autodesk's notification to you. If you do so notify Autodesk, your existing Subscription will continue to be governed by the last terms and conditions that you accepted (including any deemed acceptances) until the end of your then current Subscription Term (if you have paid all applicable fees for the entire Term, if you have not paid all applicable fees for the entire Term then your Subscription will end at the end of the year or period for which you have paid the applicable fees), and at the end of such Term, your Subscription shall expire. If you do not so notify Autodesk, or if you place new orders for, or renew your Subscription or continue to pay your annual or other Subscription fees (if applicable), you will be deemed to have accepted the revisions for all your Subscription. Notwithstanding the foregoing, in the event Autodesk revises these terms and conditions, supplementary terms and conditions or Ancillary Services, you will not be entitled to any additional benefits or services offered thereunder absent the payment to Autodesk or Resellers of the appropriate fee related to said revision, if any.

EXHIBIT A - SUPPORT SERVICES

Supported Software Programs:

Unless otherwise agreed by Autodesk in writing, Support is available only for those qualifying Software Programs listed on the Autodesk Subscription Center or otherwise designated by Autodesk and, unless otherwise designated by Autodesk or listed on the Autodesk Subscription Center, not for any other software programs, NFR, trial or evaluation versions or Educational versions. The Support levels below may not be available in your region.

Based on the support level selection as indicated on Autodesk's invoice directly to you or to the Reseller, the following Support will be provided to you if such Support is delivered to you directly by Autodesk:

GENERAL TERMS APPLICABLE TO ALL SUPPORT LEVELS

For all support levels provided by Autodesk, Autodesk:

(a) shall accept and respond to requests from a User arising from: (i) installation, including installation of license administration tools, configuration and troubleshooting of Software; and (ii) customization of Software using uncompiled macro languages such as LISP and VBA insofar as the macro language commands and functions do not perform as documented. For Support for Software Programs covered under Subscription, Autodesk will not accept or respond to requests from a User arising from any scripting or programming issues or issues related to third party applications, peripherals, networks or operating systems.

(b) shall make reasonable commercial efforts to resolve all requests submitted by Users and in a professional and workmanlike manner. However, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AUTODESK MAKES NO WARRANTY AS TO ANY PROPOSED RESOLUTION OF A REQUEST. ALL SUPPORT PROVIDED BY AUTODESK UNDER SUBSCRIPTION SHALL BE SUBJECT TO THE PROVISIONS OF SECTION 7 OF THESE TERMS AND CONDITIONS.

(c) Submission of Support request must relate solely to your or your Users use of the Software Program covered by Support and may be submitted in English or other languages if other languages are supported by Autodesk in your region. Information on local language support may be provided to you on the Autodesk Subscription Center.

WEB SUPPORT CONSISTS OF THE FOLLOWING:

(1) the provision of Web Support to you via the Users during Autodesk local business hours on Business Days. Local business hours are generally from 9AM – 5PM local time, however, business hours may vary in your region. Local business hours may be made available on Autodesk Subscription Center.

(2) commercially reasonable efforts to respond to a request properly submitted by a User within four (4) business hours on a Business Day from the date and time that request was submitted by posting responses to the Autodesk Subscription Center and notify the User by email when a response to a request has been posted. Users may also be contacted by email or telephone to facilitate resolution of specific issues. This response will consist either of: (a) a suggested problem resolution; (b) a request for more detailed information or clarification which will enable Autodesk to determine the appropriate course of action; or (c) in the case of a request which in Autodesk's sole discretion requires extensive research or escalation, a notification of the estimated time to provide the User with either further information or a resolution or a workaround, as appropriate.

(3) the submission of Web Support requests via Autodesk Subscription Center only, following the instructions and procedures stated there.

GOLD SUPPORT CONSISTS OF WEB SUPPORT AS DESCRIBED ABOVE PLUS THE FOLLOWING:

(1) the provision of telephone Support to Named Callers during Autodesk local business hours on Business Days. Local business hours are generally from 9AM – 5PM local time, however, business hours may vary in your region. Local business hours may be made available on Autodesk Subscription Center.

(2) commercially reasonable efforts to respond, in accordance with the description set forth in Web Support above, to Named Caller telephone Support request within two (2) hours after the initial telephone Support call from Named Caller.

PLATINUM SUPPORT CONSISTS OF WEB SUPPORT PLUS THE FOLLOWING:

(1) Access to telephone support for Named Callers 24 hours a day, five days a week. For additional fees, telephone Support may be provided 24 hours a day, seven days a week. Autodesk holidays, scheduled and emergency maintenance downtimes not included.

(2) Commercially reasonable efforts to respond during times when an Autodesk support center is open, in accordance with the description set forth in Web Support above, to telephone calls from Named Callers within one (1) hour. Autodesk support centers are currently scheduled to be open from Sunday, 9 pm to Friday midnight, UTC/GMT, excluding holidays, scheduled and emergency maintenance downtimes, however, your specific coverage hours will be calculated based on the time zone of your regional Autodesk support center.

(3) The designation of at least one technical account manager at Autodesk who will function as a point of escalation between you and Autodesk product support.

(4) Delivery of quarterly status reporting as designated by your technical account manager or otherwise by Autodesk from time to time.

EXHIBIT B – ANCILLARY SERVICES

1. **E-Learning:** You may access Autodesk’s self paced e-learning modules available through the Autodesk Subscription Center and made available by Autodesk from time to time. Ancillary Services descriptions offered by Autodesk under the Autodesk Subscription from time to time are available on the Autodesk Subscription Center.

Ancillary Service Description for e-Learning

Autodesk® e-Learning provides concise, self-paced lessons for some of the Autodesk products provided through the Autodesk Subscription Program. All lessons have been selected by experts in their respective industries in an effort to address training needs for critical application functions and industry practices.

e-Learning lessons can be accessed anytime (normal and emergency maintenance or routine downtimes excluded) through the Internet via the Autodesk Subscription Center. They provide a convenient way for users to develop their skills and improve productivity. Autodesk e-Learning has been especially designed to interactively challenge and enhance the user's knowledge.

Many of the lessons also give the user the ability to evaluate his or her skills both before and after taking a lesson. Based on the results of the evaluation, the user can determine the lessons that will help address the gaps in his or her knowledge and skills, focusing the users learning and saving time.

Users accesses e-Learning through the Autodesk Subscription Center. (The Users are the same individuals that you have designated for Support.) Depending on the Autodesk products that you purchase, Users may have access to one or more of the available catalogs of e-Learning lessons. Catalogs are a collection of one or more e-Learning lesson based on an Autodesk Software Program and its Releases. The most recent catalogs related to your Subscription(s) can be viewed at the Autodesk Subscription Center. All lessons are in English unless otherwise specified in the catalogs. If lessons are made available in additional languages, the content may vary. From time to time, Autodesk may add new lessons to existing catalogs or introduce catalogs for new Releases. In this way, Users may continually improve their skills.

Access to and use of some e-Learning lessons may require additional software that may made available to you by Autodesk via download from web, subject to the applicable license terms and conditions.

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