Autodesk Per-Incident Support

Terms and Conditions

BY CONTACTING AUTODESK FOR PER-INCIDENT SUPPORT YOU AGREE THAT THE FOLLOWING TERMS AND CONDITIONS (“TERMS AND CONDITIONS”) GOVERN THE DELIVERY OF PER-INCIDENT SUPPORT HEREUNDER. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU SHOULD NOT CONTACT AUTODESK TO REQUEST PER INCIDENT SUPPORT. THESE TERMS AND CONDITIONS BECOME BINDING AND EFFECTIVE AS TO EACH INCIDENT INSTANCE AS OF THE PURCHASE DATE.

1. Definitions.

1.1 Eligible Product refers to Software that is eligible to receive Per Incident Support as further provided on the Autodesk Per-Incident Support Website.

1.2 Hotfix refers to a fix or patch which, when installed, restores Software to substantial conformance with its User Documentation.

1.3 Incident refers to any problem, issue or other condition arising out of a single source that causes, or may cause, interruption of the operation or impairment of the performance of a single Eligible Product.

1.4 Incident Instance refers to Your right to receive Per-Incident Support for a single Incident.

1.5 Per-Incident Support refers to support services with respect to Eligible Products that Autodesk provides pursuant to these Terms and Conditions. Per-Incident Support has the characteristics and is subject to the requirements and limitations set forth in the table below:

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<tr>
<th>Per-Incident Support Characteristics</th>
<th>Requirements or Limitations</th>
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<tr>
<td>Hours of Availability</td>
<td>Per-Incident Support shall be available only on the days and during the hours specified on the Per-Incident Support Website.</td>
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<tr>
<td>Geographic Availability</td>
<td>Per-Incident Support is available to customers worldwide.*</td>
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<tr>
<td>Language Availability</td>
<td>Per-Incident Support will be provided in English, provided that Autodesk may provide service in other languages at Your request, subject to availability.</td>
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<tr>
<td>Incident Instance Expiration</td>
<td>Incident Instances purchased but not used within thirty (30) days after the date of purchase shall automatically expire.</td>
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<td>Products Eligible for Support</td>
<td>Per-Incident Support is available only for Eligible Products</td>
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<td>Supported Product Versions</td>
<td>Per-Incident Support is generally available for the most current Eligible Product release and the three prior Eligible Product releases measured as of the Support Request date.</td>
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* Subject to limitations imposed by United States and similar export control laws and regulations.

1.6 **Per-Incident Support Website** refers to the Autodesk Per-Incident Support web page, including any successor site, on which these Term and Conditions are located or linked.

1.7 **Resolution** refers to the completion of efforts to address an Incident reported in a Support Request. Resolution may include delivery of a Hotfix, Workaround or information that helps alleviate the adverse effects of an Incident on the operation of Software or, if none of the foregoing are possible despite commercially reasonable efforts to identify and provide such a solution, a determination that no solution to the Incident will be delivered. An Incident for which a Resolution is provided is referred to as “Resolved”.

1.8 **Support Request** refers to Your request for Per-Incident Support to help identify a Resolution for an Incident. A valid Support Request requires that you provide all required information as set forth in Section 5, below.

1.9 **Software** refers to the Autodesk computer program with respect to which You submit a Support Request pursuant to these Terms and Conditions. If programs are included as part of a bundled package, suite, or series, the term Software shall include all programs delivered to You as part of that bundled package, suite, or series and described in the User Documentation.

1.10 **User Documentation** refers to the explanatory printed or electronic materials that Autodesk or its authorized distributor incorporates in or delivers in or on a package with the Software or sends to You on an invoice, via email, facsimile, or otherwise when or after You acquire or install Software, including, but not limited to, license specifications, activation code, license files, instructions on how to use the Software, and/or technical specifications.

1.11 **Workaround** refers to a technique or method that alleviates or reduces the adverse effects of an Incident on the operation of Software, but may not entirely restore Software to substantial conformance with its User Documentation.

1.12 **You** refers to you personally (i.e., the individual who has licensed the Software and reads and accepts these Terms and Conditions) if you acquire the Software for yourself, or the company or other legal entity which has licensed the Software and on whose behalf the individual submitting a Support Request is operating.

2. **Fees and Services.**

You may purchase Incident Instances by paying the fees specified on the Per-Incident Support Website. Upon completion of Your Incident Instance purchase and registration, upon your submission of a Support Request, Autodesk will provide Per-Incident Support on Eligible Products in accordance with these Terms and Conditions. Autodesk reserves the right to amend characteristics, requirements and limitations of Per-Incident Support provided and/or Eligible Products covered under an Incident Instance, at any time, by either posting an updated version of these Terms and Conditions or updating the relevant portions of the Per-Incident Support Website. In the event of any inconsistencies between the Terms and Conditions and any other terms at the Per-Incident Support Website, the terms of these Terms and Conditions available on the will govern.

3. **Delivery of Per-Incident Support; Limitations.**
3.1 Incidents. Autodesk will make commercially reasonable efforts to provide a Resolution for each Incident reported in a Support Request and covered by an Incident Instance, but does not guarantee that Incidents will be Resolved. Autodesk, in its reasonable discretion, will determine what constitutes an Incident and if the Incident is Resolved.

3.2 Response Times. Autodesk will make commercially reasonable efforts to respond to a Support Request within a reasonable time, during the specified Hours of Availability, but does not guarantee that a response will be provided within any specific time period.

4. Exclusions.

Autodesk will not provide Per-Incident Support relating to problems or issues arising out of or from (a) issues that could be resolved by upgrading an Eligible Product; (b) the use or modification of an Eligible Product in a manner for which the Eligible Product is not intended to be used or modified; (c) third-party products or technologies and their effects on or interactions with Eligible Product; (d) damage to the media on which Eligible Product is provided, or to the computer on which Eligible Product is installed; (e) use of a computer system or subsystem, such as a graphics card, that is incompatible with the Eligible Product; and (f) issues relating to Internet, email, file management, network configuration, content creation, content customization, multimedia project planning/design, resource management, budgeting, training, onsite diagnosis, or other issues not within the scope of the Per-Incident Support described in Section 1.5, above.

5. Your Responsibilities.

To receive Per-Incident Support, You must follow the access instructions provided by Autodesk. You are responsible for all fees in establishing and maintaining email and telephone communications with Autodesk. You will cooperate with Autodesk when seeking Per-Incident Support by providing all information necessary to assist Autodesk diagnose the cause of an Incident. You are responsible for any and all restoration or reconstruction of lost or altered files, data, or programs. You will maintain and implement data backup measures. You are solely responsible for any and all security of confidential, protected or sensitive information. You must have a reasonable understanding of the Eligible Product for which You seek Per-Incident Support and the hardware on which it is installed. You may not transfer Per-Incident Support to a third party. Per-Incident Support is provided for Your internal use only. Unauthorized transfer of Per-Incident Support, including any Resolutions received, will be grounds for immediate termination of all Incident Instances without refund. You will take reasonable measures to prevent the unauthorized use of Per-Incident Support.

7. Disclaimer of Warranty.

ALTHOUGH AUTODESK DOES NOT GUARANTEE THAT ANY INCIDENT WILL BE RESOLVED, AUTODESK WILL MAKE REASONABLE EFFORTS TO PERFORM PER-INCI DENT SUPPORT IN A PROFESSIONAL MANNER. TO THE MAXIMUM EXTENT PERMITTED BY LAW AUTODESK MAKES NO OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS OF ANY KIND CONCERNING ANY PER INCIDENT 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) PER-IN CIDENT SUPPORT BY AUTODESK WILL ENSURE THAT THE OPERATION OF SOFTWARE WILL BE ERROR FREE OR UNINTERRUPTED; (B) ERRORS, DEFECTS OR SIMILAR FLAWS IN SOFTWARE WILL BE CORRECTED BY AUTODESK; (C) AUTODESK WILL RESOLVE ANY SERVICE REQUEST; OR (D) THAT
ANY RESOLUTION PROPOSED BY AUTODESK IN RELATION TO A SERVICE REQUEST WILL MEET YOUR EXPECTATIONS OR REQUIREMENTS.

8. **Limitation of Liability.**

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 PER-INCIDENT SUPPORT PROVIDED HEREUNDER SHALL BE LIMITED TO YOUR DIRECT DAMAGES AND SHALL NOT EXCEED THE FEES PAID BY YOU FOR PER-INCIDENT SUPPORT FOR THE INCIDENT WITH RESPECT TO WHICH AUTODESK’S LIABILITY ARISES. THESE LIMITATIONS WILL APPLY EVEN IF AUTODESK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. YOU ACKNOWLEDGE THAT THE INCIDENT INSTANCE FEE REFLECTS THIS ALLOCATION OF RISK AND THAT THE LIMITATION SET FORTH IN THIS SECTION IS AN ESSENTIAL ELEMENT OF THE ARRANGEMENT BETWEEN THE PARTIES.

9. **Incident Instance Term; Cancellation by Autodesk.**

The effective date for an Incident Instance shall be the date upon which Autodesk received your fee payment for that Incident Instance (the “Effective Date”). Each Incident Instance will continue until the first to occur of (a) thirty (30) days from the Effective Date for such Incident Instance or (b) use of such Incident Instance by You. All Incident Instance purchases are final and under no circumstances will Autodesk be required to refund any fees paid by You. Autodesk may cancel any Incident Instances for which it has not received payment.

10. **General**

10.1 Governing Law. This Agreement will be governed by and construed in accordance with the laws of (a) Switzerland if You purchase Per-Incident Support in a country in Europe, Africa or the Middle East, (b) Singapore if You Purchase Per-Incident Support in a country in Asia, Oceania or the Asia-Pacific region, or (c) the State of California (and, to the extent controlling, the federal laws of the United States) if You purchase Per-Incident Support in a country in the Americas (including the Caribbean) or any other country not specified in this Section 10.1. The laws of such jurisdictions shall govern without reference to the conflicts-of-laws rules thereof. The UN Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act shall not apply to (and are excluded from the laws governing) these Terms and Conditions. In addition, You agree that any claim, action or dispute arising under or relating to these Terms and Conditions will be brought exclusively in (and that You will be subject to the exclusive jurisdiction of) 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, except that if purchase Per-Incident Support in (a) a country in Europe, Africa or the Middle East, any such claim or dispute will be brought exclusively in (and You agree that You will be subject to the exclusive jurisdiction of) the courts of the city of Neuchatel, Switzerland, or (b) a country in Asia, Oceania or the Asia-Pacific region, any such claim or dispute will be brought exclusively in (and You agree that You will be subject to the exclusive jurisdiction of) the courts of Singapore.

10.2 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.

10.3 Privacy. You consent to Autodesk maintaining and using the details and information provided by You (and/or
any other details provided by You hereunder) in accordance with Autodesk’s then current Privacy Policy (including
transferring those details to Autodesk contractors outside of the EU for Autodesk processing purposes) in order to
meet its obligations to You hereunder. You also specifically consent to Autodesk providing information about Your
Support Requests. Autodesk’s current Privacy Policy can be reviewed at www.autodesk.com and/or is available
from Your local Autodesk office.

10.4 United States Export Controls. U.S. law prohibits or restricts distribution, export or re-export of Software,
Hotfixes, Workarounds or technical data to (a) any 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 an Incident Instance You certify that You are neither a citizen 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.

10.5 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 Per-Incident Support and
merges and supersedes any prior or contemporaneous agreements, discussions, or understandings. Any terms
stipulated by You on any purchase documents for Incident Instances or in any Per-Incident Support 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. If a court of competent jurisdiction
determines in a final non-appealable judgment 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.

10.6 Canadian Purchases. If You purchased an Incident Instance from Canada, You agree to the following: The
parties hereto confirm that it is their wish that these Terms and Conditions, as well as other documents relating
hereto, including notices, have been and shall be written in the English language only. Les parties ci-dessus
confirment leur désir que cet accord ainsi que tous les documents, y compris tous avis qui s’y rattachent, soient
rédigés en langue anglaise.

11. Country-specific Terms

The following country-specific terms will control if inconsistent with any other provision of these Terms and
Conditions:

11.1 Australia.

The rights described in these Terms and Conditions in respect of returns, refunds and warranties are in addition to
the statutory rights to which You may be entitled under the Competition and Consumer Act 2010 and other
applicable Australian consumer protection laws and regulations.

11.2 Belgium.
You acknowledge that by contacting Autodesk for Per-Incident Support, You are not exercising any right regarding any previously concluded sales contract as described in article 94 ter. of the Trade Practices Act of 14 July 1991.

11.3 France.

You acknowledge that Per-Incident Support, in whole or in part, may be provided solely in English.

11.4 Germany.

Section 8. Limitation of Liability. To the extent that the laws of Germany are held to apply, the following shall replace the text of Section 8 of the Agreement:

8.1 AUTODESK’S LIABILITY OUT OF OR IN CONNECTION WITH THESE TERMS AND CONDITIONS, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE GOVERNED EXCLUSIVELY BY PARAGRAPHS 8.2 THOUGH 8.4, below.

8.2 IN CASE OF INTENT (VORSATZ), PERSONAL INJURY, DAMAGE TO THE HEALTH OR THE LIFE OF PERSONS, AUTODESK SHALL BE LIABLE IN ACCORDANCE WITH THE STATUTORY PROVISIONS. IN ALL OTHER CASES, AUTODESK’S LIABILITY SHALL BE LIMITED IN ACCORDANCE WITH THE FOLLOWING PARAGRAPHS 8.3 AND 8.4.

8.3 IN CASE OF GROSS NEGLIGENCE (GROBE FAHRLÄSSIGKEIT) AUTODESK’S LIABILITY SHALL BE LIMITED TO THE TYPICAL FORESEEABLE DAMAGE. THIS LIMITATION DOES NOT APPLY TO DAMAGES CAUSED BY AUTODESK’S STATUTORY REPRESENTATIVES OR MANAGERS.

8.4. IN CASE OF SLIGHT NEGLIGENCE (EINFACHE FAHRLÄSSIGKEIT) AUTODESK SHALL NOT BE LIABLE EXCEPT FOR A BREACH OF AN ESSENTIAL CONTRACTUAL DUTY; IN THIS CASE AUTODESK’S LIABILITY SHALL BE LIMITED TO THE TYPICAL FORESEEABLE DAMAGE. IN ALL OTHER CASES OF SLIGHT NEGLIGENCE AUTODESK’S LIABILITY SHALL BE EXCLUDED; THIS EXCLUSION DOES NOT AFFECT PARAGRAPH 8.2 ABOVE.

11.5 Italy.

Pursuant to Sections 1341 and 1342 of the Italian Civil Code, you specifically accept the following clauses: 7 (Disclaimer of Warranty), 8 (Limitation of Liability) and 10 (General).

11.6 Norway.

Section 9. Incident Instance Term; Cancellation by Autodesk: The following is added to Section 9:

If You are a consumer please note that Your right to repent according to the Norwegian Act on the right to repent a sale (Act of December 21st 2000 no. 105), is taken into account in Section 9. Incident Instance Term; Cancellation by Autodesk.

11.7 Sweden.

Section 2. Fees and Services. The following is added to Section 2:

If the changes made to Per-Incident Support are materially detrimental to the You, You are entitled to terminate this according to the provisions in Section 9 below.

Section 9. Incident Instance Term; Cancellation by Autodesk. The following sentence “Notwithstanding the foregoing, if Autodesk makes any changes to Per-Incident Support that are materially detrimental to You, You shall be entitled to terminate the these Terms and Conditions as to the affected Incident Instance(s) and receive a pro-
rata refund of fees paid for the affected, unused Incident Instance(s).”, is added after “All Incident Instance purchases are final and under no circumstances will Autodesk be required to refund any fees paid by You.”