

# Autodesk Subscription



## Terms and Conditions

Your purchase of Subscription is 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 Definitions shall apply to the terms and conditions of your Subscription:

**"Ancillary Product"**: any product or software (other than Software or a Release which Autodesk may furnish to you from time to time as part of the Autodesk Subscription and which (where applicable) are further described at the Autodesk Subscription Center published and/or amended by Autodesk from time to time. Autodesk reserves the right at its discretion to add or remove Ancillary Products to the Autodesk Subscription from time to time, without prior notification to you. Some Ancillary Products may not be available as part of Subscription for certain Software or in all languages or regions.

**"Ancillary Services"**: any services, including services or functionality that is hosted or made available on servers owned or operated by or for Autodesk or its designee, or by separate entities not related to Autodesk, and made available from time to time during the Term via the internet or other access (other than Software, Release or Ancillary Product or Support), which may be provided to you from time to time as part of Subscription, and which (where applicable) are further described at the Autodesk Subscription Center 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. Some Ancillary Services may not be available as part of Subscription for certain Software or in all languages or regions.

**"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 Software granting you a license to use that Software.

**"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.

**“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 full commercial version of Software offered by Autodesk since the preceding version of that Software or which enhances or improves the functionality of the preceding version of that Software, and for which Autodesk normally charges a fee. A Release includes the documentation customarily provided by Autodesk with Software. The designation of a Release is in Autodesk’s sole discretion. A Release is not 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 the Software.

**“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 computer program.

**“Software”**: 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 shall mean each of the computer programs included within such series, bundle or family. Any supplemental software code (which may include modular additions or extensions to Software, corrections, executables, libraries, plug-ins, enhancements or other software functionality which supplements and enhances that Software and which is considered part of the Software for which such code was provided) provided to you or your Users as part of the Subscription and/or Support is considered part of the Software for which such code was provided and the use thereof is governed by the Autodesk Software License and this Agreement.

**“Subscription”**: the entitlement to receive Software, 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 on the Subscription Center 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 the Software for which you have purchased Subscription as listed on your Autodesk Subscription order confirmations. Your use of Software, 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 to which the Software, Release or Ancillary Product relates. You may not distribute, rent, loan, sell, sublicense or otherwise transfer or market any Software, Software, 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 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 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 on Subscription Center 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 on Subscription Center 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 On Subscription Center 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 and Releases related to that Software (referred to collectively as “Software”) 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 the Software; (b) any Software provided during the Subscription term related to that Release; and (c) the three (3) immediately preceding Releases of that Software, except that Support may not be available for the third preceding Release for some Software, or in all languages, or in all locations. If you are located in Brazil, for purposes of Brazilian Software Law, the Technical Validity Term of the Software shall be the term between the date of release of the then-current version of such Software and six (6) months after the date Autodesk makes the next release of that Software commercially available or ninety (90) days after the delivery of the Software to you, as described in the invoice, in the event

no subsequent release is made 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 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 product patches, fixes, maintenance releases or service packs supplied by Autodesk; (g) if judged necessary by Autodesk, allow reasonable access to your Software by Autodesk; (h) agree to back up all data on or prior to the provision of Support and to provide adequate security for your system; (i) 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 (j) provide Software Users with ready access to the latest available documentation on the use and operation of the Software 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 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 licenses covered under Subscription. You further acknowledge and agree that the Software forms 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: (a) your Support was purchased from and will be delivered by the Gold Support Authorized Partner; (b) your Support requests will be submitted to and answered by the Gold Support Authorized Partner; (c) 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; (d) 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; (e) you authorize Autodesk to provide Gold Support Authorized Partner with that information deemed necessary to maintain and fulfill your Support requests; and (f) 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 Products and Ancillary Services**

Autodesk may provide Ancillary Products and Ancillary Services to you subject to and in accordance with these terms and conditions, the terms of the Autodesk Privacy Policy, and/or any supplementary terms and conditions and customer obligations applicable to each type of Ancillary Product or Ancillary Service. You must accept those supplementary terms and conditions and prior to accessing

and using those Ancillary Product or 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 Product or Ancillary Service to you. Supplementary terms and conditions for other Ancillary Products or Ancillary Services, if any, will be made available on 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 Products or Ancillary Services from Subscription from time to time, without prior notification to you, and to make them available only in English. Some Ancillary Products or Ancillary Services may not be available as part of Subscription for certain Software, or in all languages or locations. In some cases, Ancillary Products or Ancillary Services may be made available via functionality that can be initiated from within the Software. In some cases, Ancillary Products or Ancillary Services may be hosted or delivered by a third party or may simply result from a link from an Autodesk website or Software to a third party site outside of Autodesk. These linked sites are not under Autodesk's control and Autodesk not responsible for the services, practices or the content of any such linked site, or any link contained in any linked site. Autodesk provides such links only as a convenience, and the inclusion of a link on a site does not imply endorsement of the linked site by Autodesk.

**AUTODESK DOES NOT GUARANTEE THAT IT WILL MAKE AVAILABLE, AND YOU ACKNOWLEDGE THAT YOU MAY NOT RECEIVE, ANY SOFTWARE, RELEASE, PREVIOUS VERSION, 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 under Subscription or any Release or Software provided to you, for the Term of your Subscription, you may install and continue to use, previous version(s) of a Release preceding the most current Release of the Software that you have licensed and is under Subscription, as specifically identified in writing by Autodesk on the Previous Version Eligible Product List posted on the Autodesk Subscription Center for Previous Version use, if any, ("Previous Version(s)"), provided that the following conditions are met: (i) use of the Previous Version(s) shall be subject to the provisions of the applicable Autodesk Software License, as modified by this Section 2.4; (ii) the number of Previous Version licenses that you may use and install shall not exceed the total number of licenses of the Software that are under Subscription; (iii) if you have a standalone or a single seat of a multi-seat standalone version, the Software and all the Previous Versions of such Software shall be installed on the same computer; (iv) if you have a standalone or a single seat of a multi-seat standalone version neither the Software nor any of the Previous Versions of the Software shall be used concurrently; (v) if you have a standalone or a single seat of a multi-seat standalone version, the Previous Version(s) or any permitted copies thereof, are not transferred to another computer unless all permitted copies of the Software 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 Version(s) other than as set forth herein and any such obligations may be ended at any time. Further if the Previous Version you want to use is not specifically identified in writing by Autodesk on the Autodesk Subscription Center for Previous Version use, you may still be able to use that Previous Version if, you legally licensed the Previous Version(s) and your use of such Previous Versions does not exceed the total number of licenses of the Previous Versions that you originally licensed, subject to (i) through (vi) above. 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, including Previous Version(s), exceed the maximum number of licenses of the Software licensed to you and under Subscription. Please note that Previous Versions and the benefits of this section 2.4 may not be available for all Software and/or may not be available in relation to certain Previous Versions of Software.

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 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 you upgrade to a separate Software license that is not specifically identified on the Previous Version Eligible Product List as a direct successor to the Software previously owned by you and from which you upgraded, the provisions of the preceding two subsections (2.4.1 and 2.4.2) shall apply only with respect to the Previous Versions of the Software to which you upgraded, and you must uninstall all copies of the Software from which you upgraded (and any Previous Versions thereto, if any) 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 installing the upgrade. Autodesk reserves the right to require you to show satisfactory proof that the Software from which you upgraded (and any Previous Versions thereto) 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 licensed to you hereunder, provides you additional software that supplements or extends the Software, 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 Nothing herein requires Autodesk to supply you with media containing Previous Versions of the Software 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 media, authorization codes, hardware locks or software locks, if Autodesk, in its discretion decides to provide such to you. Further, if the Previous Version of the Software has been retired or otherwise discontinued by Autodesk, you agree and acknowledge that a) 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 b) these rights to use Previous Versions do not allow you to use or install additional licenses (i.e. more than you have on Subscription) of any Previous Version of the Software that has been retired or otherwise discontinued by Autodesk

2.4.6 Previous Versions may not be available or made available for all Software, or in all languages, or in all locations. Autodesk reserves the right to modify or terminate rights to use Previous Versions at any time, without prior notification. If your Subscription expires or otherwise terminates, your rights to use the Previous Version(s), if any, shall be determined by the terms of the Autodesk Software License, including, without limitation, the obligations to uninstall such Previous Version(s) if you are not entitled to use a Previous Version.

### **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 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 a 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 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.

#### **4. AUTODESK SUBSCRIPTION ADDITIONS**

You may obtain Subscription for additional Software to 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.

#### **5. DELIVERY**

Software, Releases or Ancillary Products shall at Autodesk's discretion be (a) available for download at the Autodesk Subscription Center or any successor or other website or location as may be designated by Autodesk, (b) 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), or (c) shipped to you via an Autodesk authorized third party. Autodesk will notify you of availability of Software, 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 or, as applicable, your request for physical shipment, 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 of your Subscription will be the date as determined by Autodesk in accordance with its Autodesk Subscription policies for entering Your Subscription into the Autodesk systems. 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 endeavor 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 SOFTWARE, 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 SOFTWARE, RELEASE OR ANCILLARY PRODUCT. YOU ARE SOLELY RESPONSIBLE FOR SAFEGUARDING SOFTWARE, 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 SOFTWARE, 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 Software, Release, Ancillary Product or Ancillary Service or technical data or Support to (a) 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 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 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.

**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. You may not opt out of receiving such notices. 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](mailto:subscription-team@autodesk.com); if you purchased your Subscription in Latin America, [la.abc@autodesk.com](mailto:la.abc@autodesk.com); if you purchased Subscription in Europe, Africa or the Middle East, [EMEAsubscriptions@autodesk.com](mailto:EMEAsubscriptions@autodesk.com); or if you purchased Subscription in the Asia-Pacific Region, [ap.subscriptions@autodesk.com](mailto:ap.subscriptions@autodesk.com) and in Japan [jp.subscriptions@autodesk.com](mailto: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 and information provided by you on your Customer Information Form (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 solely for Autodesk processing purposes) in order to meet its obligations to you hereunder. This information may be provided to you via mail, email, posting on Subscription Center or other electronic means including communications through the Software itself. You also specifically consent to Autodesk providing information about your Support requests and your use of Autodesk Subscription Center to the 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. You also consent to some Software also providing information about the status of your Subscription (e.g., whether it is current or about to expire) to Users. Autodesk may provide to your Users the name and or

contact information of the Subscription contract manager and/or software coordinator designated by you solely for purposes of you assisting your Users with accessing or using Subscription and/or Support. Autodesk's current Privacy Policy can be reviewed at [www.autodesk.com](http://www.autodesk.com) and/or is available from your local Autodesk office.

**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 thirty (30) 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.