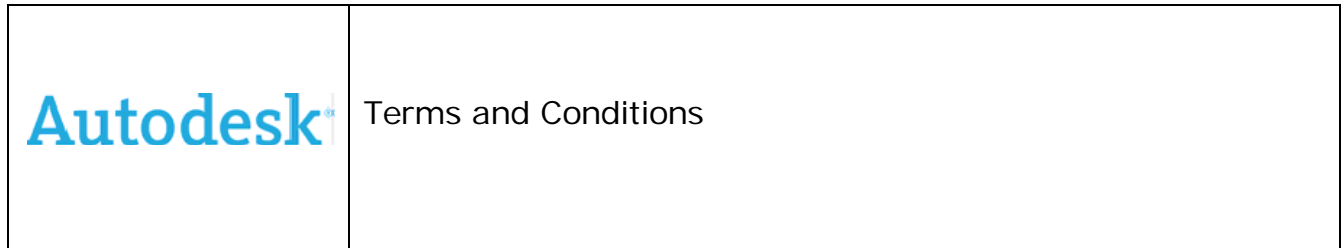


# Autodesk Subscription



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 Definitions 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, 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.

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**"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 Software incorporating corrections, enhancements or Autodesk Subscription information which supplement and enhance that Software.

**"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.

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**“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**

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## 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, and Extensions 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 Extensions 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 most current release of that Software commercially available.

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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.

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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 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, PREVIOUS VERSION, ANCILLARY PRODUCT, ANCILLARY SERVICE OR SUPPORT DURING THE TERM**

## **OF YOUR SUBSCRIPTION.**

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**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) 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](http://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 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.

## **EXHIBIT A - SUPPORT SERVICES Supported Software**

Unless otherwise agreed by Autodesk in writing, Support is available only for qualifying Software 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, demonstration, NFS, NFR, Trial or Evaluation 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 shall:

(a) 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 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) 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.

Submission of Support request must relate solely to your or your Users use of the Software 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 (5) days a week. For additional fees, telephone Support may be provided 24 hours a day, seven (7) 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 Autodesk Software 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 be made available to you by Autodesk via download from web, subject to the applicable license terms and conditions.

You may not copy the e-Learning lessons or otherwise make them available to others. E-Learning lessons are intended for individual use only. Title and copyright to the e-Learning lessons are and remain the sole property of Autodesk. All rights reserved.