

## AUTODESK [PPU] EARLY ACCESS PROGRAM ADDENDUM

### I. PREAMBLE.

[PPU] is a token-based model that gives you greater flexibility in purchasing and accessing eligible Autodesk product offerings. Each eligible offering has an associated daily token consumption rate (which may be 0 in some cases). Autodesk collects and meters usage data as your Authorized Users access and use offerings, makes detailed usage reporting available to you and decrements tokens from your token pool based on the product offerings accessed by each unique Authorized User and the applicable daily token consumption rate for each such product offering. [PPU] requires an annual contract and pre-paid token purchase, provides access to a broad portfolio of Autodesk offerings and includes additional subscription benefits unavailable under standard subscription.

As a condition of Your participation in the [PPU] Early Access Program, you agree that all rights previously granted with respect to those prior subscription and/or maintenance entitlements that are being transitioned to [PPU] will immediately terminate, and you hereby consent to such termination without further notice from Autodesk. Either Your reseller or Autodesk will provide you with a list of terminated assets prior to the start of the PPU Contract Term.

### II. RELATIONSHIP TO OTHER TERMS AND CONDITIONS.

This [PPU] Program Terms Addendum (the “[PPU] Addendum”) and the related [PPU] Program Guide supplements and amends the Autodesk Terms of Use. The Autodesk Terms of Use are located here:

<https://www.autodesk.com/company/terms-of-use/en/general-terms>

[PPU] is a new variant of Autodesk Subscription. Capitalized Terms in the [PPU] Addendum which are not defined in Section III, below, or elsewhere in the [PPU] Addendum have the meaning provided in the Terms of Use. Except as expressly modified by the terms and conditions of this [PPU] Addendum and/or the [PPU] Program Guide, the terms and conditions of the Terms of Use remain in full force and effect. The [PPU] Addendum and/or the [PPU] Program Guide will govern in cases where it conflicts with the Terms of Use.

### III. DEFINITIONS.

**“Add-On Tokens”** means the Tokens purchased during an existing unexpired [PPU] Contract Term which may be used only during and expire at the end of that [PPU] Contract Term.

**“Administrator”** means personnel who You authorize to use Autodesk User Management capabilities to designate teams and manage access to subscriptions and related Benefits by Your Authorized Users assigned to such teams. There are different types of Administrators that You can designate including Primary Administrators, Secondary Administrators and SSO Administrators. Administrators may sometimes be referred to as “Admins”. An Administrator may be Your employee or contractor or an employee or contractor of one of Your Affiliates as that term is defined in the Centralized Purchasing Benefit, located in Section B of Exhibit 2, attached hereto.

**“Annual [PPU] Contract”** means a one-year contract which You must order together with Your Annual Token Purchase to participate in the [PPU] Program.

**“Annual Tokens”** means the Tokens You purchase at the beginning of each [PPU] Contract Term. Annual Tokens become effective at the commencement of and expire on the end of each [PPU] Contract Term.

**“Annual Token Purchase”** means the purchase of the Annual Tokens You order with an Annual [PPU] Contract.

**“Authorized User”** has the means provided in Terms of Use, referenced above, and, for the [PPU] Eligible Offerings, includes Authorized Users of Your Affiliates, as further described in the Centralized Purchasing Benefit, located in Section B of Exhibit 2, attached hereto.

**“Autodesk”** means the Autodesk entity identified in Section 21.4 of the Autodesk Terms of Use.

**“Daily Token Rate”** means the rate per Day at which a given [PPU] Eligible Offering consumes Tokens when accessed by an Authorized User. The Daily Token Consumption Rate for each of the [PPU] Eligible Offerings is shown on [PPU] Eligible Offerings and Daily Token Rate Table.

**“Data Collection and Metering Technology”** means the Autodesk technologies included in [PPU] Eligible Offerings used by Autodesk to collect usage data and meter usage for purposes of decrementing the applicable number of Tokens per Day.

**“Day”** means a 24-hour period measured from the point in time where an Authorized User launches a [PPU] Eligible Offering.

**“[PPU] Eligible Offerings and Daily Token Rate Table”** means the table linked in Exhibit 1 to this [PPU] Addendum.

**“[PPU] Contract Term”** means the period starting on the start date for the [PPU] Contract and associated Token Purchase, as defined by Autodesk systems, and ending on the first anniversary date of that contract.

**“[PPU] Eligible Offerings”** means those Autodesk Software and Web Services Offerings shown on the [PPU] Eligible Offerings and Daily Token Rate Table.

**“[PPU] Product Usage Reporting”** means the reporting functionality for Administrators described in section IV G.

**“[PPU] Program”** means the combination of token-based access to and use of [PPU] Eligible Offerings together with the other benefits defined in the [PPU] Addendum, the [PPU] Program Guide and the underlying Autodesk Terms of Use.

**“[PPU] Program Guide”** means a compilation of business information regarding the [PPU] Program which may include but is not limited to any purchasing or other program rules, other limitations or conditions, and other general information regarding the program.

**“[PPU] Reseller”** means the Autodesk authorized reseller, if any, from whom you acquire Your Annual [PPU] Contract and Annual Token Purchase.

**“Token”** means the individual unit of measurement that may be applied toward access and use of the [PPU] Eligible Offerings.

**“User Details”** means usage data and/or other information regarding individual Authorized Users that may be comprised in [PPU] Product Usage Reporting.

#### **IV. [PPU] MODEL AND REQUIREMENTS.**

**A. Conditional Grant of Access and Use Rights.** Subject to Your satisfaction of and continuous compliance with the following conditions and requirements, and with the Autodesk Terms of Use, as those terms are expressly modified by this [PPU] Addendum, Autodesk grants You a limited license to install [PPU] Eligible Offerings for access and use by Your Authorized Users worldwide during the [PPU] Contract Term, provided that You:

- i. Place an order for an Annual [PPU] Contract together with the associated Annual Token Purchase, accept and agree to be bound by the Autodesk Terms of Use as modified by the [PPU] Addendum, and adhere to any related business policies and rules applicable to the [PPU] Program that are specified by Autodesk at the time of purchase;
- ii. Allow only Authorized Users, as defined in the Autodesk Terms of Use and modified by this [PPU] Program Addendum to access and use the [PPU] Eligible Offerings and other [PPU] Program benefits;
- iii. Are and agree to be fully responsible for Your own and Your Authorized Users’ strict compliance with all the applicable terms and conditions of the Autodesk Terms of Use as modified by this [PPU] Addendum;
- iv. Issue purchase order(s) for Add-On Tokens to Autodesk, the appropriate Autodesk entity, or Your [PPU] Reseller, as applicable, if needed;
- v. Do not in any way disable, modify, or otherwise interfere with or interrupt the operation of the Data Collection and Metering Technology contained in the Eligible [PPU] Offerings;
- vi. Are responsible for payment of all applicable taxes, fees or charges that may apply by virtue of deployment of [PPU] Eligible Offerings in connection with the [PPU] Program, if any;
- vii. Take steps as reasonably required to uninstall and destroy authorizations for terminated assets within thirty (30) days of the [PPU] Contract Term start date.

**B. Unlimited Authorized Users.** During the [PPU] Contract Term You may assign an unlimited number of Authorized Users, subject to each such Authorized User being registered, set up in Autodesk Account, and assigned as an Authorized User under the Annual [PPU] Contract, to access and use [PPU] Eligible Offerings and related [PPU] benefits as provided in this [PPU] Addendum.

**C. [PPU] Eligible Offering Usage.** Each [PPU] Eligible Offering has a Daily Token Rate as specified on the [PPU] Eligible Offerings and Daily Token Rate Table. Your (and Your Authorized Users’) use of the [PPU] Eligible Offerings will consume Tokens at the applicable rates shown in the Eligible Offerings and Daily Token Rate Table.

**D. New [PPU] Eligible Offerings.** From time to time during Your [PPU] Contract Term Autodesk may add new [PPU] Eligible Offerings to the Eligible Offerings and Daily Token Rate Table. Autodesk will provide you with reasonable notice of such additions. The applicable Daily Token Rate for such additional [PPU] Eligible Offerings will be as specified by Autodesk.

**E. Other Changes to the Eligible Offerings Program Guide and Daily Token Rate Table.** From time to time during Your [PPU] Contract Term Autodesk may either eliminate an Eligible Offering from the table or modify, upward or downward, the applicable Daily Token Rate for one or more [PPU] Eligible Offerings. If Autodesk does modify the Daily Token Rate for a [PPU] Eligible Offering, , except with regard to “charged per result” Products, the Daily Token Rate in effect at the start of Your [PPU] Contract Term will continue for the full [PPU] Contract Term unless expressly stated otherwise for a specific Offering in the [PPU] Eligible Offerings and Daily Token Rate Table.. Autodesk may modify the [PPU] Program Guide from time to time. Generally, changes to the [PPU] Program Guide will be applicable prospectively from the date of the change, unless otherwise provided in the guide.

**F. Data Collection and Metering Technology.** Autodesk will use the Data Collection and Metering Technology to monitor use of [PPU] Eligible Offerings throughout the [PPU] Contract Term by collecting usage data including User Id, Offering name and Version, Day used and Tokens consumed. Autodesk and/or Your [PPU] Reseller, as applicable, will use this data for metering Your (and Your Authorized Users’) usage of [PPU] Eligible Offerings, decrementing the applicable number of Tokens for such use. The use for Data Collection for Metering is also for “Data Collection and Use Purposes”.

**G. [PPU] Program Reporting. Product Usage Reporting with User Details.**

To help improve [PPU] Program Authorized User task efficiency, increase productivity, support product and feature adoption and predict and manage Your future purchasing needs, Your Administrators may enable a Product Usage Reporting feature that provides You with access to additional information for enhanced reporting. Product Usage Reporting with User Details allows Your Administrators to generate reports showing [PPU] Eligible Offering usage by each Authorized User, by product, on a per Day basis. If You elect to enable Product Usage Reporting with User Details, Your use of this Benefit is subject to the conditions below.

Your access to and use of Product Usage Reporting with User Details is conditioned on the following:

**i. Data Collection and Use.** Autodesk will monitor use of [PPU] Eligible Offerings by collecting Authorized User usage data on an ongoing basis during the [PPU] Term as described above. You or Your Administrator, as applicable, will have access, when Your Administrator enables Product Usage Reporting with User Details and requests a report, to additional data consisting of user’s first and last name, user email, Autodesk Id is included. Autodesk will process this data for generating the reports described in this section, maintaining, improving and/or delivering the [PPU] Offerings and related Benefits, assisting You or Your PPU Reseller with sizing and quoting renewals and Add-on Tokens purchasing and facilitating the [PPU] Resellers delivery of any services identified in the [PPU] Addendum as potentially being delivered by the [PPU] Reseller rather than Autodesk. Collectively, the foregoing is referred to as the “Data Collection and Use Purposes”.

**ii. Consents and Permissions.** You acknowledge and agree that You are responsible for compliance with all requirements under the applicable privacy, data protection and employment laws related to such collection and use of personal data of Your Authorized Users, whether employees, independent contractors, or otherwise, including any applicable requirements related to notice, consent, transfer (including cross-border transfer), disclosure and use, and in particular in connection with the collection and use of data described above. Without limiting the foregoing, You are specifically responsible for notifying Authorized Users of and/or obtaining their valid consent to collection and use of personal data for the Data Collection and Use Purposes where required.

**iii. Indemnification.** You will defend, indemnify, and hold Autodesk, Your [PPU] Reseller, their respective affiliates, successors, directors, officers, employees and agents (“Indemnified Parties”) harmless from and against any claims brought against any Indemnified Parties which allege that or arise out of any failure to meet the requirements under the applicable privacy, data protection and employment laws related to providing personal data of Authorized Users whose product usage and other data is collected and used for the Data Collection and Use Purposes.

**iv. Indemnification Procedure.** Autodesk will provide You with reasonably prompt notice in writing of any such claims and grant You sole control of the defense and settlement of such claims.

**v. Separate Counsel.** All Indemnified Parties will have the right to employ separate counsel and participate in the defense of any such claim at their own expense. An Indemnified Party shall make no admission of liability or enter into any agreement on behalf of Autodesk in connection with its defense of an indemnified claim without Autodesk’s written approval.

Autodesk also may share insights and recommendations based on the usage data with Your Administrators for independent assessment and evaluation by You.

**H. Interruption of Data Collection.** If for any reason usage data collection is interrupted, whether due to a defect in the Data Collection and Metering Technology, an action by You or Your Authorized Users that disables collection, or otherwise, Your daily use will be deemed to be equal to the average daily quantity of Tokens consumed during the previous four (4) weeks preceding the interruption in which complete recording and reporting of such Usage Data occurred. If the average daily quantity of Tokens consumed in the previous four (4) weeks is unavailable or incomplete, then Your daily use will be deemed to be equal to the average daily quantity of Tokens consumed during the period for which the parties have successfully collected usage data collection, preceding the interruption.

#### **I. Running Out of Tokens.**

Prior to running out of Tokens, you must purchase Add-on Tokens to ensure continued access to the [PPU] Eligible Offerings. You may purchase Add-on Tokens one or more times during the [PPU] Contract

Term. If you have no Tokens remaining and have failed to purchase Add-on Tokens, Autodesk has the right to deny Your access to and use of [PPU] Eligible Offerings. Please check with Your PPU Reseller, but it is generally recommended that You purchase Add-on Tokens at least 2 weeks before You estimate that Your token balance will approach zero. If, during the final month of your [PPU] Contract Term, you consume all Your Tokens, Autodesk may, in its discretion, allow You to continue to access and use [PPU] Eligible Offerings and You will be obligated to pay for such usage in arrears by purchasing the number of Add-on Tokens necessary to satisfy the Overage Amount upon expiration of Your [PPU] Contract Term, and Autodesk reserves the right to bill You for the cost of the Overage Amount if you are not otherwise invoiced.

**J. No Transfer.** You may not assign, sell, sub-license, or otherwise transfer Your Tokens or the Annual [PPU] Contract, or any right or license granted in connection with either to any party without the express written consent of Autodesk.

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**K. Taxes and Customs Duties.** For transactions where You order directly from Autodesk rather than through a reseller, the tax- and customs-related provisions of the Autodesk quote and direct order terms and conditions (accompanying the Autodesk quote) will apply. For transactions involving a [PPU] Reseller, the tax related clauses of the Autodesk Terms of Use and the terms governing the financial transaction between You and Your [PPU] Reseller apply.

## **V. ADDITIONAL SUBSCRIPTION BENEFITS**

Autodesk will make available to You during the [PPU] Contract Term the subscription benefits identified in Autodesk Terms of Use for Single-User Subscription, as modified or supplemented by the terms contained in Exhibit 2 to this [PPU] Addendum, when generally available for a [PPU] Eligible Offering.

## **VI. ORDERS & DELIVERY**

**A. Order Submission.** If You order directly from Autodesk, you must submit a purchase order that conforms with the Autodesk quote and associated quote and direct order terms, and payment for the Annual Token Purchase amount. If you order through Your [PPU] Reseller, the [PPU] Reseller will determine the order process and terms and conditions applicable transaction. In either case You agree that You're the quantity of Annual Tokens You purchase will be Your best estimate of the total number of Tokens you expect to need for the entire [PPU] Contract Term.

**B. Delivery.** If You order directly from Autodesk, after receipt and acceptance of Your purchase order for the Annual Token Purchase by, Autodesk will make the [PPU] Eligible Offerings available to You for electronic download.

**C. Add-on Tokens.** During Your [PPU] Contract Term You may purchase Add-on Tokens either directly from Autodesk or from Your [PPU] Reseller, as determined by manner in which You purchased Your original Annual Token Purchase. Pricing for Add-on Tokens will be quoted by Autodesk or by Your

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[PPU] Reseller, as applicable, and may differ than the pricing for Annual Tokens. In no case will You be entitled to receive a refund for any amounts paid for Add-on Tokens.

**D. Payment.** If direct, Payment terms are as set forth in the Autodesk quote and direct order terms that accompanies the Autodesk quote. If indirect, the payment terms are determined by Your [PPU] reseller.

## **VII. CANCELLATION AND TERMINATION**

**A. Cancellation.** Any time within thirty (30) days of the start date of Your [PPU] Contract Term, you may elect to cancel and terminate Your Annual [PPU] Contract and receive a full refund of all amounts paid for Your Annual Token Purchase, irrespective of Tokens consumed prior to cancellation.

**B. Termination.** Your Annual [PPU] Contract expires automatically at the end of the [PPU] Contract Term. Upon expiration of Your Annual [PPU] Contract all Annual Tokens and Add-on Tokens also expire. Either party may terminate the Annual [PPU] Contract if the other party materially breaches the agreement by giving written notice of the default to the defaulting party. If the breach is not cured within thirty (30) calendar days after the receipt of the notice, the Annual [PPU] Contract may be terminated by the non-defaulting party. In addition, if the underlying Autodesk Terms of Use are terminated for cause by Autodesk, as provided in those terms, this Annual [PPU] Contract shall also automatically terminate for cause.

**C. Effect of Termination for Cause.** If Autodesk terminates the Annual [PPU] Contract for cause, then You are not entitled to receive a refund for any fees paid for Tokens or otherwise. If You terminate the [PPU] Program Addendum for cause, You may receive a pro-rata refund of the fees paid, with the proration based on time remaining not tokens remaining.

**D. Effect of Expiration.** If You elect not to renew Your Annual [PPU] Contract upon expiration, to the extent Autodesk is able to accommodate it, using commercially reasonable efforts and subject to its entitlement and other systems limitations, You may be permitted to revert back to some or all of Your prior product and services subscription and/or maintenance entitlements (i.e., Autodesk entitlements You had immediately prior to switching to the [PPU] model), subject to payment of any applicable subscription, maintenance or other fees that may be due in connection with the reverted entitlements. If you are able to and elect to revert back to some or all of Your prior Autodesk product and services subscription and/or maintenance entitlements, you must uninstall and stop accessing or using any [PPU] Eligible Offerings that are not also included in those reverted prior entitlements. If you neither renew Your Annual [PPU] Contract nor elect to revert back to Your earlier Autodesk entitlements, You must immediately uninstall and stop accessing and using all [PPU] Eligible Offerings.

**E. Survival.** Upon termination or expiration of the Annual [PPU] Contract the following provisions of these [PPU] Program Addendum survive: II, III, IV.G. ii. through v., VII.C. and D.

**EXHIBIT 1**

**[PPU] Eligible Products and Daily Token Rate**

<https://www.autodesk.com/ppueap-terms>



## EXHIBIT 2

### Additional [PPU] Subscription Benefits

#### A. Single Sign On

Single Sign On (“SSO”) provides federated Authorized User access to [PPU] Eligible Offerings and related [PPU] benefits. Autodesk will provide onboarding materials to enable you to register and configure Single Sign On for Your domain. Once Your domain is registered with Autodesk and You have configured Single Sign On, when Your Authorized Users attempt to sign in using Autodesk’s account sign-in process they are instead redirected to Your entity sign in process where they enter their entity credentials (e.g., their user log-on information for Your enterprise) which enables access to and use of [PPU] Eligible Offerings and related [PPU] benefits. Following delivery of the SSO onboarding materials by Autodesk, You are responsible for implementing SSO for Authorized Users in Your organization.

#### B. Centralized Purchasing

**Assigning Premium to Affiliates.** You may assign Your subscriptions to [PPU] Eligible Offerings not only to Your own Authorized Users but also to the Authorized Users of Your Affiliates, defined below, whether located in or outside of Your Territory, for use for the Affiliates’ benefit. Under Section 11.1 of the Terms of Use You are responsible for timely payment of any applicable taxes, fees or charges due in connection with Your use of the Centralized Purchasing Benefit, including Your internal assignment of subscriptions to [PPU] Eligible Offerings.

**Definition of Affiliate.** An “Affiliate” is a business entity in which You own at least 50% of the outstanding voting shares or securities, or in jurisdictions in which 50% ownership is prohibited, You nonetheless have effective ownership to be demonstrated by You to Autodesk’s satisfaction.

#### C. Premium Phone Support and Success Materials

**Live Support.** As a Benefit of [PPU] Early Access Program, in addition to the support modes made available as part of the standard Subscription Benefits and [PPU] Early Access Program Web/Email Support described below, Your [PPU] Early Access Program Authorized Users or Administrators, as applicable, may access additional “Live Support” modalities as described below:

- **24x5 Chat.** Your [PPU] Early Access Program Authorized Users and Your Administrators may submit support requests to Autodesk support agents via web chat, 24 hours per day, 5 days per week, during the requesting party’s applicable Support Workweek. Chat support will be provided in English, though subject to availability Chat may be provided in other languages on request, in Autodesk’s discretion. While initiation of 24x5 Chat sessions will generally be prompt, delays are possible at times of especially high support request volumes.

- **24x7 Request a Call-back.** Your Administrators may at any time request a telephone call-back from an Autodesk support agent to discuss support requests on behalf of [PPU] Early Access Program Authorized Users. Call-back support will be provided in English, though subject to availability, call-back support may be provided in other languages on request, in Autodesk's discretion. While call-back from time of request will generally be prompt, delays are possible at times of especially high support request volumes.

**[PPU] Early Access Program Web/Email Support.** These terms replace the **Web/Email Support** terms applicable to standard Subscription:

Web support will be provided to You via Your [PPU] Early Access Program Authorized Users, during the available support hours set forth in the applicable Support Workweek below, except that web support may be temporarily unavailable during scheduled system maintenance. Autodesk's web support-related communications will generally be posted to Autodesk Account, and Your [PPU] Early Access Program Authorized Users will be notified of the posting of the information by email. Your [PPU] Early Access Program Authorized Users may also be contacted by email or telephone for specific incidents, in Autodesk's discretion.

Autodesk will use commercially reasonable efforts to respond to Your web support requests during the applicable regional Support Workweek within eight (8) hours irrespective of Severity Level.

**Support Workweek.** The applicable support workweek for each Autodesk business region is shown below.

- Asia-Pacific Region - Monday through Friday SGT (UTC+8), excluding regional holidays
- Americas Region - Monday through Friday, EST/EDT (UTC -5/UTC -4), excluding regional holidays
- EMEA Region - Monday through Friday, CET/CEST (UTC +1/UTC +2), excluding regional holidays

\*For certain Software or Web Services, the applicable local support hours may be those for a single region or single country within a given region, irrespective of where Your support request originates geographically.

**Previous Version Support.** Notwithstanding anything to the contrary contained in the Previous Version Rights section in the standard Subscription Benefits above, for Your [PPU] Early Access Program subscriptions, Autodesk will provide technical support not only for the current version, but also for all Previous Versions shown on the Subscription Previous Version Eligible Product List:

<https://knowledge.autodesk.com/customer-service/account-management/users-software/previous-versions/eligible-previous-version-subscription>

#### **Customer Success Materials.**

Autodesk will provide You with access to materials created to assist with Your onboarding and use of [PPU] Early Access Program Subscription benefits ("Success Materials"). These materials may include onboarding documentation, tools and other similar aids. Your Success Materials may also include links to curated content known as "Accelerators" which are designed to help onboarding or provide

best practice guidance on Your applicable Autodesk subscriptions. Accelerators and other Success Materials are available to You during the [PPU] Contract Term and subject to change without notice.

Your use of the Success Materials can assist You with the development of a documented set of activities using the [PPU] Early Access Program Subscription Benefits in furtherance Your desired business outcomes. You are responsible for requesting access and the independent evaluation and use of Success Materials. Autodesk shall have no liability for any actions taken or results obtained by You through use of Your Success Materials.

All Success Materials are the Confidential Information of Autodesk, and Autodesk reserves all intellectual property rights in and to such Success Materials worldwide. You may not copy, modify, disclose, or distribute Success Materials for any reason without the express written license of Autodesk.