

I. PREAMBLE.

[PPU] is a token-based subscription 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 users access and use offerings, makes detailed usage reporting available to you and decrements tokens from your token pool based on the product offerings used 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 premium subscription benefits unavailable under standard subscription.

Thirty (30) calendar days following the start of the [PPU] Contract Term all rights previously granted with respect to those prior subscription and/or maintenance entitlements that are being transitioned to [PPU] will terminate. After such termination, You must immediately cease all use of and will no longer have the right to access or otherwise use any prior subscription and/or maintenance entitlements that has been transitioned to [PPU]. At Autodesk's request, You agree to uninstall and destroy or return to Autodesk or the reseller from which they were acquired all copies of the prior subscription and/or maintenance entitlements that have been transitioned to [PPU] and, on request, show satisfactory proof that all such copies have been uninstalled and destroyed or returned to Autodesk or the reseller from which they were acquired.

II. RELATIONSHIP TO OTHER TERMS AND CONDITIONS.

This [PPU] Program Terms Addendum (the "[PPU] Addendum") and specified Sections of the related [PPU] Program Guide supplement and amend 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 specified sections of the [PPU] Program Guide, the terms and conditions of the Terms of Use remain in full force and effect. The [PPU] Addendum and/or specified sections of 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.

"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.

"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 and used 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 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.

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

“Overage Amount” means the number of Tokens consumed during an Overage Period.

“Overage Period” means any period during a PPU Contract Term where You have no Tokens remaining, have not yet purchased Add-on Tokens, yet continue to use [PPU] Eligible Offerings, if permitted. Note that Autodesk has the right to deny Your access to and use of [PPU] Eligible Offerings if you have no Tokens remaining, however Autodesk may, in its discretion, allow You to continue to access and use [PPU] Eligible Offerings during an Overage Period and You will be obligated to pay for such usage in arrears as described more fully in this [PPU] Program Addendum.

“[PPU] Contract Term” means the period starting on the start date for the [PPU] Contract and associated Token Purchase, as defined by the Autodesk Terms of Use, and ending on the 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]” 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.

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 in Section B of Exhibit 2 to this [PPU] 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 and/or Overage Amounts 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.
- 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 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, Etc.** 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, that rate change will not apply to You until You renew, and the original Daily Token Rate for such offering will continue to apply until the end of Your current [PPU] Contract Term. 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. Autodesk reserves the right to change the price of Tokens at any time, however Add-on Token purchases made during the [PPU] Contract Term will be priced by Autodesk (a) to You, if Your Annual Token Purchase was purchased directly from Autodesk, or (b) to Your [PPU] Reseller, if Your Annual Token Purchase was purchased from a [PPU] Reseller, in accordance with the same volume purchase pricing tier as Your initial Annual Token Purchase. If You transact through a [PPU] Reseller, the reseller rather than Autodesk sets the actual price You pay.
- F. [PPU] Program Reporting.**
- i. **Data Collection and Use.** You understand and agree that Autodesk monitors use of [PPU] Eligible Offerings by collecting and metering Authorized User usage data on an ongoing basis using the Data Collection and Metering Technology during the [PPU] Contract Term. 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, generating the reports described in the Advanced Reporting Benefit section in Exhibit 2 to this [PPU] Addendum, maintaining and improving the [PPU] Program, assisting with sizing Your Annual Token Purchase for renewal, measuring Overage Period usage, if permitted, and Add-on Token purchases. In addition, Autodesk may share such usage data and associated reports with Your [PPU] Reseller to assist with sizing Your

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- Annual Token Purchase for renewal 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 are referred to as the “Data Collection and Use Purposes”.
- ii. **Consents and Permissions.** You further 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, to Autodesk, 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 in E.i., above. Without limiting the foregoing, You are specifically responsible for notifying Authorized Users of and obtaining their valid consent to Autodesk’s and/or Your [PPU] Reseller’s collection and use of Authorized User personal data for the Data Collection and Use Purposes.
 - 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:
 - (a) Provide Participant with reasonably prompt notice in writing of any such claims; and
 - (b) Permit Participant sole control of defense and settlement thereof to answer and defend 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 its own expense. Participant shall make no admission of liability or enter into any agreement on behalf of Autodesk in connection with its defense of an indemnified claims without Autodesk’s written approval.
- G. 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.
- H. Running Out of Tokens.** If you consume all Your Tokens prior to the end of Your [PPU] Contract Term, one of the following applies.
- i. **Buy More.** At any time during the [PPU] Contract Term you may purchase Add-on Tokens. If you run out of Tokens or feel that you are at risk of running out of Tokens prior to the end of your [PPU] Contract Term, you can buy Add-on Tokens.
 - ii. **Pay for Overage Amount in Arrears.** If You don’t purchase Add-on Tokens prior to running out, You will continue to use [PPU] Eligible Offerings if you have no Tokens remaining, and Autodesk permits you to enter an Overage Period. If You are permitted to enter an Overage Period You must promptly determine how many Add-on Tokens you will need through the end of Your current [PPU] Contract

Term and purchase (either from Autodesk if you transacted directly with Autodesk for Your current [PPU] Contract or from Your [PPU] Reseller) that quantity of Add-on Tokens plus the Overage Amount. The Add-on Tokens covered by the Overage Amount is a negative Token balance that will be satisfied immediately upon completion of the Add-on Token purchase, leaving the remaining balance of Add-on Tokens available for your use during the remainder of the [PPU] Contract Term. If You are permitted to enter an Overage Period and fail to perform your obligation to promptly purchase Add-on Tokens, you agree that upon expiration of Your [PPU] Contract Term You will be obligated to purchase the number of Add-on Tokens necessary to satisfy the Overage Amount.

- I. 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.
- J. 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 and/or supplemented by the terms contained in Exhibit 2 to this [PPU] Addendum.

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 of 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 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 the manner in which You purchased Your original Annual Token Purchase. Pricing for Add-on Tokens will be quoted by Autodesk or by Your [PPU] Reseller, as applicable, and may differ than the pricing for Annual 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 based on the time 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.F.ii. through v., IV.H.ii., VII.C. and D.

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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 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.

B. Expanded Scope of "Authorized User"

1. **Who Can Be an Authorized User?** The Autodesk Terms of Use define "Authorized User" in Section 22 Definitions as follows:

"**Authorized Users** means (i) You (if You are an individual) and (ii) identified individuals (such as Your individual employees, consultants and contractors and other individuals accessing and using an Offering for Your benefit) for whom You have acquired a subscription to an Offering. If an Offering allows You to designate Authorized Users for such Offering, You will be responsible for providing notice to, and obtaining agreement from, any such Authorized Users regarding the application of these Terms to their access to and use of such Offering prior to their access and use."

A key limitation in this definition is that use of the Offering must be for **Your benefit**. That limitation excludes use by other parties for their own benefit, including, for example, use by the employees and contractors of one of Your subsidiaries or corporate affiliates on projects that are not Yours (i.e., projects owned or controlled by a subsidiary rather than You). As an additional premium subscription benefit, for purpose of this [PPU] Program Addendum, the scope of Authorized User is expanded to permit access to and use of the PPU Eligible Offerings by individual employees, and onsite consultants and onsite contractors, worldwide, for both Your benefit and/or for the benefit of Your Affiliates, defined below.

2. **Examples.**

Limitation Example: You have 100 standard single-user subscriptions to Product Design and Manufacturing Collection. You also have a single affiliate in which you own 100% of the equity. Can you allocate access and use to some or all of Your single-user subscriptions to employees of your affiliate? The answer is "it depends". It depends on whether the affiliate employees are using the products for Your design projects or for design projects managed by the affiliate. For Your design projects (i.e., Your benefit) technically affiliate employees are eligible as Authorized Users. For the design projects of the affiliate however, affiliate employees may not use Your subscriptions since such use would not be for Your benefit but rather for the affiliate's benefit.

Expanded "Authorized User" Example: Assume the same facts as above, except that You have an Annual [PPU] Contract in place. The first important difference is that there is no limitation on the number of Authorized Users you can allow to access the products. The second is that unlike in the example above, not only can You assign employees and onsite contractors of your affiliate as Authorized Users of the [PPU] Eligible Offerings for work on Your projects, but they also can use those offerings on projects created and managed by your Affiliates.

3. **Definition of "Affiliate"**. For purposes of this [PPU] Program Addendum, "Affiliate" means a parent entity that owns at least 50% of the outstanding voting shares or securities in Your business entity, or in

jurisdictions in which 50% ownership is prohibited, effective ownership to be demonstrated by You to Autodesk's satisfaction; and any subsidiary entity in which You own at least 50% of the outstanding voting shares or securities, or in jurisdictions in which 50% ownership is prohibited, effective ownership to be demonstrated by You to Autodesk's satisfaction.

- 4. Important Caveats Regarding Expanded "Authorized Users"**. You are responsible for the compliance of all Authorized Users, whether employees or contractors, whether Yours or Your Affiliates', with the Autodesk Terms of Use as modified by the terms of this [PPU] Program Addendum. This includes, but is not limited to, ensuring that all persons to access or use the [PPU] Eligible Offerings are eligible to do so under all applicable export compliance laws and regulations and compliance with laws related to privacy and similar rights, particularly in connection with the collection and use of [PPU] Eligible Product usage data as specified in this addendum.

C. Token Usage [PPU] Reporting

To help monitor Token consumption, improve task efficiency, increase productivity, expand product and feature adoption and plan future purchasing, You will have access to Advanced Reporting. Advanced Reporting includes [PPU] Eligible Offering usage reporting: (i) by individual Authorized User, (ii) by Day, (iii) by [PPU] Eligible Offering (including by version).

From time to time Autodesk or Your [PPU] Reseller may share insights and recommendations based on the usage data with your administrators.

D. Premium Phone Support and Success Materials

1. 24x7 Telephone Support – Severity 1 Incidents

For a limited number of Authorized Users called CEMs, defined below, rather than the "schedule a call" telephone support available for Severity 1, 2 and 3 incidents with the technical support that comes with standard subscription, for Severity 1 incidents You receive direct-access telephone support for one of Your contract administrators and up to two additional Authorized Users, to be designated by the contract administrator as customer escalation managers or "CEMs". You must ensure that each CEM understands the Severity Level definitions and is familiar with the environment in which You operate. Your CEM will be the single point of contact for communications in connection with support requests submitted by that CEM. Autodesk will provide Your contract administrator and other designated CEMs with Express Support credentials and a direct access Severity 1 support phone number. This number cannot be shared with or used by any non-CEMs. A non-CEM Authorized User wishing to submit a Severity 1 support request may do so in accordance with the "schedule a call" requirements contained in the Autodesk Terms of Use.

Telephone support to CEMs for Severity 1 incidents will be provided by telephone on a 24x7 basis. Support requests for 24x7 Severity 1 telephone support may be submitted by a CEM to any regional Autodesk call center, subject to the requirements and limitations of these terms (e.g., only Your contract manager and Your other designated CEMs may request direct telephone support). If Autodesk provides a workaround Autodesk may reduce the Severity level of the incident to the appropriate level in accordance with the Severity Level description provided in the Subscription Benefits section of the Autodesk Terms of Use which most closely match the post-workaround impacts of the incident, at which time further support will follow the requirements applicable to that Severity level of incident.

For lower Severity incidents for all Authorized Users including CEMs, the terms and conditions governing support contained in the Subscription Benefits tab of the Autodesk Terms of Use continue to apply.

2. Success Materials and Plans

You will have ongoing access to the most current materials created to assist with Your [PPU] Program onboarding and use of the [PPU] Eligible Offerings. These materials may include onboarding documentation, tools and other similar aids. The materials and any supplementary assistance may be provided by Autodesk, Your [PPU] Reseller or Autodesk and Your [PPU] Reseller in collaboration, in Autodesk's sole discretion.

Your use of the materials will support Your development and implementation of a Customer Success Plan ("CSP"), as further described below, to facilitate more effective use of [PPU] Eligible Offerings.

A Customer Success Plan (CSP) is a living document that You will evolve over time. Your use of the success Materials can assist You with the development of a documented set of activities for Your CSP to guide Your desired business outcomes through maximizing effective use of [PPU] Eligible Offerings.

You are responsible for the independent evaluation and use of success materials in preparing Your CSP. Autodesk accepts no liability for any actions taken by You in accordance with Your CSP.