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These Special Terms and Conditions applicable to specified legacy Perpetual license model to Subscription switch offers only (“Legacy to Subscription Switch Terms”), modify, supplement and amend the Autodesk Terms of Use as provided herein. Except as modified by these Legacy to Subscription Switch Terms, the Autodesk Terms of Use remain in effect. Capitalized terms used but not defined in this document shall have the meanings provided in the Autodesk Terms of Use, unless otherwise provided.

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**2.5 Uninstallation Requirements.** Except as set forth below in the Section titled “Exceptions to the Uninstallation Requirements”, You agree to uninstall and destroy or return to Autodesk or the reseller from which they were acquired all copies of the Original Licensed Materials and all copies of Software provided to You pursuant to Your Original Maintenance Plan, including, but not limited to, the Listed Maintenance Previous Versions and Legacy Maintenance Previous Versions, within 120 days after commencement of Your Legacy Switched Subscription. Autodesk reserves the right to require You to show satisfactory proof that all copies of any Original Licensed Materials, Listed Maintenance Previous Versions and Legacy Maintenance Previous Versions have been uninstalled and, if so requested by Autodesk, destroyed or returned to Autodesk or the reseller from which they were acquired.

**2.6 Unexpired Maintenance ETR.** If You have either Global Extra Territory Rights or Regional Extra Territory Rights with a term that extends beyond the expiration of Your Original Maintenance Plan, such Extra Territory Rights terminate upon the commencement of Your Legacy Switched Subscription.

### **3. Exceptions to the Uninstallation Requirements.**

**3.1 Original Licensed Materials.** If You do not want to uninstall the Original Licensed Materials upon commencement of the Legacy Switched Subscription You may leave such Original Licensed Materials Installed, provided You agree to and fully and strictly satisfy and comply with all of the following requirements:

- (a) Those Original Licensed Materials may include **only** Software products that are also included in Your Legacy Switched Subscription; and
- (b) Within 120 days after commencement of Your Legacy Switched Subscription You must uninstall and destroy or return to Autodesk or the reseller from which they were acquired all copies of any Original Licensed Materials for Software products that are not included in Your Legacy Switched Subscription; and
- (c) If at any time You Install the Software for Your Legacy Switched Subscription, You must immediately and permanently cease Accessing the corresponding Software for Your Original Maintenance Plan and Original Licensed Licensed Materials, and within 120 days after Installing such Legacy Switched Subscription Software, uninstall such Original Licensed Materials and Software for Your Original Maintenance Plan. For avoidance of doubt, at no time may You Access both Legacy Switched Subscription Software, on one hand, and Original Licensed Materials and Software for Your Original Maintenance Plan, on the other; and
- (d) You promptly follow any instructions from Autodesk with respect to modification of the Original Licensed Materials, which may include, but are not limited to, instructions to update the license files for such Original Licensed Materials on Your systems and update to new serial numbers to reflect Your Legacy Switched Subscription; and
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(f) In the event You need to re-install Software included in Original Licensed Materials, which You have elected to not uninstall in accordance with this Section 3.1 as of the commencement date of Your Legacy Switched Subscription (such as in connection with a system failure or refresh), You must Install the Software for Your Legacy Switched Subscription instead of re-Installing the Original Licensed Materials; and

(g) You agree to promptly uninstall the Original Licensed Materials and replace them by installing the Software under Your Legacy Switched Subscription if Autodesk requests that You do so.

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(a) Those Original Maintenance Plan Previous Versions may include **only** Software products that are also included in Your Legacy Switched Subscription; and

(b) Within 120 days after commencement of Your Legacy Switched Subscription You must uninstall and destroy or return to Autodesk or the reseller from which they were acquired all copies of the any Original Maintenance Plan Previous Versions for Software products that are not included in Your Legacy Switched Subscription; and

(c) If at any time You install a Legacy Switched Subscription Previous Version, You must immediately and permanently cease Accessing any corresponding Listed Maintenance Previous Version or Legacy Maintenance Previous Version, as applicable, and within 120 days after Installing the Legacy Switched Subscription Previous Version, uninstall any such Listed Maintenance Previous Version or Legacy Maintenance Previous Version. For avoidance of doubt, at no time may You access both a Legacy Switched Subscription Previous Version, on one hand, and a corresponding Listed Maintenance Previous Version or Legacy Maintenance Previous Version, on the other; and

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(e) You acknowledge and agree that, although Autodesk has permitted You to leave the Original Maintenance Plan Previous Versions Installed, Your right to access and use such Original Maintenance Plan Previous Versions is no longer governed by the prior Maintenance Plan Agreement and instead is governed exclusively by the applicable Autodesk Terms of Use as modified by these Legacy to Subscription Switch Terms, including, but not limited to, the non-perpetual, fixed-term nature of Your Legacy Switched Subscription; and

(f) You acknowledge and agree that Autodesk is not obligated nor shall You be entitled to request that Autodesk provide You with, new media, new electronic fulfillment or new activations for any Original Maintenance Plan Previous Versions; and

(g) You agree to promptly uninstall the Original Maintenance Plan Previous Versions and replace them by installing the Software for only those Previous Versions listed on the applicable Subscription Previous Version Eligible Products List, for Your Legacy Switched Subscription, if Autodesk requests that You do so.

#### **4. Commencement Date for Legacy Switched Subscriptions.**

For the purposes of this agreement, the effective date of Your Legacy Switched Subscription will be the date as determined by Autodesk in accordance with its policies for entering Your Legacy Switched Subscription into the Autodesk systems, which will generally be the day following the date of expiration of the Maintenance Plan for the extinguished Perpetual License Entitlement, or such other date as Autodesk may specify.