SINGLE SIGN-ON EXCEPTION ADDENDUM

READ CAREFULLY: AUTODESK, INC. (“AUTODESK”) WILL MAKE THE SINGLE SIGN ON BENEFIT AVAILABLE TO YOU SUBJECT TO THE TERMS CONTAINED IN THIS SINGLE SIGN-ON BENEFIT EXCEPTION ADDENDUM (“ADDENDUM”).

BY ACCEPTING THIS ADDENDUM, OR INSTALLING, ACCESSING OR USING ALL OR ANY PORTION OF THE SINGLE SIGN-ON BENEFIT FOR INELIGIBLE PRODUCTS, YOU ACCEPT THE TERMS AND CONDITIONS OF THIS ADDENDUM AND IT SHALL BE BINDING BETWEEN AUTODESK AND THE COMPANY OR OTHER LEGAL ENTITY FOR WHICH YOU ARE ACCESSING THE SINGLE SIGN-ON BENEFIT, (“CUSTOMER”). IF YOU DO NOT ACCEPT THE TERMS AND CONDITIONS OF THIS ADDENDUM, YOU MAY NOT ACCESS AND USE THE SINGLE SIGN-ON BENEFIT.

BACKGROUND

Autodesk is willing to supply You with access to the Single Sign-On Benefit (as defined below), on an exception basis, for products that are not eligible for the Single Sign-On Benefit (Ineligible Products, as defined below). No other benefits are conveyed to You pursuant to this Addendum.

AGREED TERMS

1. DEFINITIONS

In addition to any terms defined elsewhere in this Addendum, the following terms, when used herein, shall have the following meanings:

“Single Sign-On Benefit” a benefit offered by Autodesk which enables federated access to Your subscriptions, as authorized by Autodesk, by Your Authorized Users (as further described in Section 2.1 below).

“Ineligible Products” means products which Autodesk, for any reason, has not made available to participate in the Single Sign-On Benefit.

2. OFFERING, RESPONSIBILITIES OF THE PARTIES AND RELATIONSHIP TO EXISTING ENTITLEMENTS

2.1 Description and Provision of Single Sign-On Benefit. During the term of this Addendum, Autodesk will provide You with the Single Sign-on Benefit for the Ineligible Products, as authorized by this Addendum. Autodesk will provide onboarding materials and instructions to enable You to register and configure Single Sign-On in Your domain to include the Ineligible Products. Once Your domain is registered with Autodesk and You have configured SSO, You have accessed to the Single Sign-On Benefit, and when Your Authorized Users sign-in to any
Autodesk Offering using Autodesk’s sign-in process, they will be directed to Your entity sign-in process where they will enter their entity credentials (e.g., their user log-on information for Your enterprise). Following delivery of the SSO onboarding materials by Autodesk, You are responsible for implementing SSO for Authorized Users in Your organization.

2.2 Relationship of Single Sign-On Benefit to Existing Entitlements. This Addendum governs Autodesk’s delivery of and Your access to and use of the Single Sign-On Benefit for the Ineligible Products. Except as expressly provided herein, this Addendum does not amend or otherwise modify the governing terms applicable to any of Your pre-existing Autodesk subscription or maintenance entitlements. Your access and use of Autodesk software and web services remain subject to the original terms applicable to those offerings.

2.3 No Additional Fee. You shall not be required to pay Autodesk any additional fees pursuant to this Addendum.

2.4 Term and Termination. This Addendum shall be effective when You access the Single Sign-On benefit and the Addendum shall automatically terminate as to the Ineligible Product at the earlier of (i) termination of Your underlying subscription for the Ineligible Product, or (ii) Autodesk subsequently includes the Ineligible Product in an offering that provides the Single Sign-On Benefit. Additionally, either Autodesk or You may terminate this Addendum at any time, for any reason, effective upon notice of termination. Your term may be extended pursuant to an extension offered by Autodesk and accepted by You.

Where Autodesk has included the Ineligible Product in an offering that provides the Single Sign-On Benefit, Your continued use of the Single Sign-On Benefit for that product will require the purchase of an Autodesk commercial offering that includes Single Sign-On.

Upon termination of this Agreement for any reason, You shall promptly de-activate and discontinue use of the Single Sign On Benefit provided by this Addendum, and, if requested by Autodesk, You shall provide a declaration, signed by an officer of Customer, attesting to the de-activation and termination of use.

2.5 Warranty. The benefits, confidential information and any hardware furnished hereunder are furnished on an "as is" basis, and Autodesk disclaims all warranties, express or implied, including without limitation, warranties of non-infringement of third-party rights, or of merchantability or fitness for a particular purpose, and any warranties arising by statute or otherwise in law, or from a course of dealing or usage of trade. Autodesk does not warrant that the Single Sign-On Benefit or hardware will meet Your requirements or that it will operate in all the combinations which may be selected for use by You.